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On this page:The process to end a tenancy depends on whether its a fixed-term or periodic tenancy and the reason for ending it.In most cases, a landlord will need to give a tenant a Notice of termination (Form 1C) to end the tenancy.Counting days page includes notice periods and helpful flow charts showing how to give notices.Ending a periodic agreement (no fixed end date)If there is no set end date on the rental agreement it is a periodic agreement. Many fixed-term agreements become periodic when the end date has passed.To end a periodic agreement, the landlord must give the tenant the following notice periods:Ending a fixed-term agreement (fixed end date)Fixed-term agreements do not stop at the fixed end date. A fixed-term agreement automatically changes to a periodic rental agreement when:the end date passes andthe tenant hasnt signed a new fixed term agreement andthen landlord hasnt given a notice to move out.To end a fixed-term agreement, the landlord must give the tenant the following notice periods:A tenant can stay in the home during the notice period until the vacate date. This is even if it is past the fixed-term agreement end date.Ending an agreement earlyFixed-term agreements can only be ended early by:written agreement by all tenants and landlordscourt order (eviction)breaches of the agreement including not paying rentthe home is unsafe or uninhabitableA landlord must never force a tenant out or change locks without an order from the court.Landlord and tenant agree to end the tenancyThe easiest way to end the tenancy is by mutual agreement. This is when the landlord andtenant agree to end the tenancy.This should be:in writinginclude the address of the rented propertystate the end date of the tenancy (the date the tenant will need to move out)include the reasons for ending the tenancyEnding an agreement this way means there is no need to follow formal procedures, such as issuing notices.Missed or overdue rentIf the tenant is behind on rent, the landlord should talk to them about the overdue payments.Option 1: Breach and termination noticesThe landlord can give a breach of agreement (Form21) to the tenant. The tenant has14 days to pay the overdue amount. If rent is still not paid, the landlord can end the agreement with a Form 1A Notice of termination for non-payment of rent giving the tenant 7 days to move out.For more information see Lessorchart 1 Service of a Breach notice for failure to pay rentOption 2: Notice of termination with no breach noticeThe landlord can issue a Form 1B Notice of termination for non-payment of rent if no breach notice has been issued.The tenant is not required to move out if they:pay all the rent owingorfollow a repayment plan agreed with the landlord.For more information see Lessorchart 2 Service of Notice of Termination for failure to pay rentOther breaches of agreementA landlord can issue a breach notice for other tenancy problems such as:having pets without permission,causing a nuisance, ordamaging the home.The landlord must give the tenant a Notice to tenant of breach of agreement (other than failure to pay rent) (Form 20). The tenant will have 14 days to fix the problem. After 14 days, the landlord can issue a Notice of termination (Form 1C) giving the tenant 7 days to move out.For more information see Lessor chart 3 Service of a breach notice other than for failure to pay rentSale of the homeA fixed-term agreement does not end because the home is sold.If the home is sold during the tenancy, the new owner takes on the landlord responsibilities. If the home must be vacant as a condition of sale, the landlord must:Get written agreement from the tenant(s) to end the tenancy early.Make the settlement date on or after the end of the fixed term and with 30 days or more notice using Form 1C.The landlord can not force a tenant to leave early.If the tenant agrees to leave early the landlord could offer compensation such as a rent free period or to cover moving costs.See more about showing the home to prospective buyers on the entry rights and privacy page.Landlord hardshipThe landlord may need to end the tenancy because of an unexpected problem which causes them hardship. Examples include the death of a partner, serious illness, or redundancy.Talk to the tenant(s)Talk to the tenant to try to come to an agreement about ending the tenancy early.If the tenant agrees - put it in writingWrite down the new end date of the agreement and any terms or compensation for ending the agreement early.If the tenant does not agree go to courtThe landlord can apply to the Magistrates Court for an order to end the tenancy agreement. The court will need evidence of hardship from the landlord. The landlord may be ordered to cover some of the tenants costs for moving out early.Retaliatory actionA landlord cant end an agreement with a tenant for doing something, or saying they will do something, they are legally allowed to do. For example, a landlord cant give a termination notice for a tenant:requesting repairsasking to have a petasking for changes to the homechallenging a rent increase.A tenant does not have to move out if they believe they are being evicted because they made a complaint or tried to enforce their rights in the previous six months. They can stay at the home until the matter goes to court.Eviction (Court order)If a tenant receives proper notice to leave the premises but refuses to move out, the landlord can apply for a court order to have them evicted.A tenant can request a delay to the eviction for up to 30 days if they prove it will cause them hardship.Only a bailiff can legally remove the tenant with a under a warrant.Damaged or unsafe homeThe tenant or the landlord can end the agreement if the home is destroyed, damaged or unsafe to live in such as after a storm.If the home is still intact and safe to live in, then the tenant and the landlord can negotiate the end of the agreement. Otherwise, the tenant must follow the proper notice periods to end the agreement. A landlord must address any repairs needed if the tenant stays.Only the local government authority can declare a home uninhabitable. An uninhabitable home means staying at the home puts the tenants safety or health at risk. The tenant should not stay at an uninhabitable home.The notice requirements to leave an uninhabitable are:Tenant(s) must give a landlord two days written noticeLandlord must give tenant(s) seven days written notice (Form 1C).The tenant does not have to live in the property during the notice period.Tenant abandons homeThere is a process to follow if the landlord thinks the tenant has abandoned the home. It includes ending the agreement and how to handle things the tenant has left behind. See more on Abandoned home and belongings.Housing Authority (WA)A social housing provider, such asDepartment of Communities, can end a tenancy:for the above reasonsif the tenant no longer meets the eligibility criteria for social housing, orif the tenant is being relocated to another social housing property.Notice periods and appeal processes apply.Further information:Department of Communities Housingpolicies; andSocial housing fact sheet.A termination notice is usually needed to end a tenancy agreement.Termination notices must include certain information. A sample notice is available on this page.Termination notices given by a landlord or agent also need to include a termination information statement, and may need supporting documents.Termination notices do not have to line up with the rent payment cycle.The NSW Civil and Administrative Tribunal (the Tribunal) can end a tenancy without a termination notice in some cases.A termination notice must:be in writingbe signed and dated by the party giving the noticeinclude the address of the rented propertystate the day the tenancy agreement will end (when the tenant must be fully moved out)include the ground for termination (unless given by a tenant to end a periodic agreement or a fixed term agreement at the end of the term).Download a termination notice templateA tenant or a landlord may write the notice themselves or use our templates:Termination information statementA landlord or agent must give a termination information statement to the tenant together with any termination notice.The termination information statement sets out the landlords responsibilities and informs the tenant of their rights when a termination notice has been issued by the landlord. It must include information on:how tenancies can end under the Residential Tenancies Act 2010 (the Act)the details that must be in a termination noticewhat supporting documents or information must accompany terminations on certain groundsoffences under the Act for termination on a ground that is not genuine and for giving false or misleading supporting documents or informationthe tenant's rights to apply to the Tribunal, andhow to contact NSW Fair Trading.Landlords and agents can use NSW Fair Trading's approved termination information statement. The approved statement provides all the required information. Ground for termination and supporting documentsA landlord or agent must provide the ground for the termination notice.Certain grounds also require additional documents or information to be given with the termination notice.Learn more about what grounds a landlord can use to end a tenancy and what additional information is required.Serving a noticeWhen serving a termination notice, it's important that the correct procedures are followed.A notice or document can be given by:handing it to the landlord or tenant in personhanding it to somebody aged 16 or over at the tenant's or landlord's residential or business addressputting it in the tenant's or landlord's letterbox, at their residential or business address, in an envelope addressed to themposting it to the tenant or landlord at the address they have specified for receiving notices (e.g. care of an agent), or, if no such address has been specified, posting it to the tenant or landlord's last known residential or business addressemailing it to the tenant, landlord or agent at the email address they have specified for receiving that notice or document when giving consent to service by emailif the tenant or landlord is a corporation, emailing or posting it, or handing it to a person aged 16 or over at the corporation's address.Where there are two or more tenants or landlords, the notice or document may be given to either one. It does not need to be given to both.Keeping proof that a notice has been servedThere is no need to prove that the notice was received by the other person, only that it was properly served.However, it is good practice to keep a copy of each notice, including proof of the method used to serve it, and the date it was sent or handed to the person.Amount of notice requiredThe amount of notice that needs to be given depends on the circumstances.Different notice periods apply when a termination notice is served:from a tenant to end the tenancy agreementfrom a landlord to end the tenancy agreement.SeeMinimum notice periodsfor more information.How to count days for termination noticesDays in the notice period are calendar days, not working days.All days of the week are counted, including weekends and public holidays.The day on which the notice is served is not counted.Note: If a termination notice is posted to a tenant, the landlord or agent must allow an extra 7 working days for delivery.Example 1If a tenant emails or hand delivers a 21-day termination notice on 1 February, the 21 days are counted starting from 2 February.The 21st day is 22 February. If notice is sent by post, an extra 7 working days have to be added to the notice period. Weekends, public holidays and bank holidays are not counted in the 7 days that are added for notices that are posted.Example 2If a landlord posts a 14-day termination notice on Friday 1 February, the 7 working days for postage starts on Monday 4 February.The notice is considered to have been served on Tuesday 12 February.The first day of the 14-day notice period starts on Wednesday 13 and ends on Tuesday 26 February.Giving more than one noticeAfter a landlord or agent gives a termination notice, they can give another notice on different grounds if necessary. For example, if a landlord gives 90 days notice to end a periodic tenancy because they will offer it for sale, and the tenant then doesn't pay rent for 14 days, the landlord can give another termination notice for the non-payment of rent.If the notices have different termination dates to end the tenancy, the earliest date is applicable (provided the notice was given correctly).Disputes about ending an agreementLandlords (or agents) and tenants should try to resolve disputes together. This means they can reach an agreement between themselves, where possible.If a tenant doesnt move out by the termination date stated in a termination notice given by a landlord or agent, the landlord can apply to the Tribunal to have them evicted. The landlord or agent must follow the lawful process for eviction.A tenant can apply to the Tribunal to challenge a termination notice if the landlord or agent has:not followed the correct process for giving a termination noticegiven false or misleading supporting documents with a termination notice, orended the tenancy using a ground that is not genuine.Landlords, agents and tenants can contact NSW Fair Trading for information about ending a tenancy. Tenants can also lodge a complaint using Fair Trading's online complaint service if their tenancy was ended using a ground that is not genuine or if they were given false or misleading information.We use some essential cookies to make this website work.Wed like to set additional cookies to understand how you use GOV.UK, remember your settings and improve government services.We also use cookies set by other sites to help us deliver content from their services. You have accepted additional cookies. 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Notice to terminate tenancy template. Notice to landlord template. Notice to terminate a tenancy agreement. How can a landlord terminate a rental agreement. Notice to end tenancy agreement template. What is 90 day notice to terminate tenancy. Notice to cancel rental agreement. Notice to terminate fixed term tenancy. Notice to terminate tenancy agreement by landlord agent nsw. Sample notice to terminate tenancy agreement by landlord. Notice to quit to landlord template. Can landlord and tenant agree to terminate lease.