

Ending a fixed term tenancy

Ending a tenancy early

If you want to end a fixed term tenancy before the date, specified in the agreement, keep in mind that ending a fixed term tenancy could be difficult. Your landlord may have the right to insist that you continue to pay rent for the full length of the tenancy.

What should you do?

Before you speak to your landlord, make sure to read your tenancy agreement carefully and see if there is a **break clause**. This clause allows both you and your landlord to end the agreement before the end of the fixed term. If you find the break clause in your agreement, you can proceed with sending a [notice letter](#).

If your agreement doesn't allow you to move out early, you can still talk to your landlord and check if you moving will be convenient for him as well. Sometimes the landlord is willing to make repairs or has other plans for the property and doesn't mind ending the agreement.

In case your landlord agrees to let you out of the tenancy agreement and **surrender** the tenancy, it would be best to put in writing that both sides agree. This document makes your new agreement valid and could save you any eventual problems and disputes. If you have a joint tenancy, all joint tenants *and* the landlord have to agree to the surrender. Otherwise it won't be valid.

If your landlord doesn't want to surrender the tenancy, he still may agree for you to find someone else to take over the tenancy. Finding a new tenant to replace you is a good way to avoid paying rent for a home you no longer live in. When you find a suitable person(s), be prepared that the landlord would probably like to check references for them before they move in. Make sure that the landlord agrees with all this and that the new tenant(s) will receive a new tenancy agreement of his (theirs) own. After all, you don't want to remain legally responsible for the property's condition after you move out.

What should you never do?

Leaving a tenancy without giving notice is a really, really bad idea. Moving out all your belongings and sending the keys to the landlord or dropping them in the letterbox, doesn't end your tenancy agreement. It's called **abandonment** and can only make the matters worse for you in any way imaginable.

First, your landlord can continue to charge you until the last day of the fixed term. Even more, he can even apply for a court order and make you pay your rent until the tenancy agreement comes to an end or until a new tenant moves in. Going to court is not recommended – especially when ending your tenancy properly is so much easier.

Second, as you probably know by now, landlords usually ask for references from previous landlords and letting agencies. Most of them would never rent their property to someone who has abandoned a tenancy before. So leaving like that can result many problems for you in the future and our advice is to avoid it.

Ending a tenancy on the last day of the fixed term

If you leave on the last day of your fixed term tenancy agreement, you probably don't need to give a notice letter to your landlord. Read your tenancy agreement to make sure and if you have any doubts, call your landlord and ask.

Ending a month to month tenancy

If your tenancy agreement is periodic (for example month to month) normally your [notice letter](#) should be sent or given to your landlord at least 1 month before the date you plan to end your tenancy.

What should you do?

Check your agreement for everything related to end of tenancy. If you aren't sure when you should hand your notice or in case you wish to end your tenancy earlier, discuss the dates with your landlord.

In the latter case, it is possible that your landlord agrees to a shorter notice period or for you to find a new tenant to take your place. It's worth to ask.

If you want to use your security deposit to pay the final month's rent, let the landlord know about it in advance and make sure that he or she would have no other claims to the deposit whatsoever. This means that you need to carefully check for any damages and if you find any, fix them properly. Also, make sure that the property is in excellent condition. This includes the cleaning too – keep in mind that hiring reliable and **experienced professional end of tenancy cleaners**, such as *End Of Tenancy Services*, is the key to ensure that your security deposit will remain intact.

What should you never do?

Never leave a tenancy without giving notice. Moving out your items and leaving the key for your landlord to find is **abandonment** and although you may think it ends your tenancy (as your landlord gets to keep your security deposit), it actually doesn't. Your landlord still has the right to charge you until the date, stated in your agreement. If you refuse to pay, things can move to court.

Abandonment could also become a great obstacle when it comes to finding a new home. Most landlords and letting agencies want to see excellent references from previous landlords before they rent a property to a new tenant.

Keep that in mind and end your tenancy properly and on good terms with your landlord – this is the best option. Of course, [end of tenancy cleaning](#) is an important part of this.