

How can I end my tenancy?

This factsheet looks at how you can end your tenancy properly.

If you want to end your tenancy it is important to do it in the correct way; get it wrong and you can remain responsible for paying the rent.

The advice in this leaflet will apply whether your landlord is the council, a housing association or a private landlord.

Fixed-term tenancy

If you have a fixed-term tenancy you cannot end the tenancy before the agreement expires, unless:

- you and your landlord agree that the tenancy can end early (this is called a 'surrender' – see below)
- there is a 'break clause' in your tenancy agreement which allows you to give notice to your landlord to end the tenancy early. The break clause will tell you the length of the notice you must give. If you are a joint tenant you will need the agreement of the other tenants to use this option.

Not a fixed-term tenancy

If you do not have a fixed term tenancy, or if it has expired, you can end the tenancy by giving your landlord a valid notice to quit. To be valid, the notice to quit must:

- be in writing
- be a minimum of four weeks, or a month if you have a monthly tenancy, but it could be longer – check what your tenancy agreement says
- expire on the first or last day of a period of the tenancy (unless your tenancy agreement says otherwise). Tenancies that are not fixed-term run from period to period, eg week to week. The first day of a period of the tenancy is usually the day your rent is due, but not always. Sometimes it can be difficult to work out what is the first day of a period of the tenancy so you may need to get advice.

If you are a joint tenant you can end the tenancy with or without the agreement of the other joint tenants by giving your

landlord a valid notice to quit. Be aware this could end the other tenants' right to stay in the property.

Last day of fixed-term tenancy

If you have a fixed-term tenancy it is possible to leave on the actual day your tenancy ends without giving any notice. However, it is best to let the landlord know that this is what you intend to do because it can help to avoid any arguments, for example, about the return of your deposit. If you (or any joint tenant) stay even a day longer, you must end your tenancy by giving notice or surrendering your tenancy (see below).

Surrender

It is possible to surrender your tenancy at any time, however you and your landlord must agree to the tenancy ending. If the tenancy is not surrendered properly, you will remain liable to pay the rent. It is best to get your landlord's agreement in writing to avoid any dispute later on. Just putting the keys through the landlord's letter box or abandoning the property does not end your tenancy. If you are a joint tenant, you will need the agreement of the other tenants in order to surrender the tenancy.

Am I a joint tenant?

Sometimes it can be difficult to be certain. However, if you and those you live with signed one tenancy agreement with the landlord when you moved in, you will have a joint tenancy agreement. Alternatively, if each person in your household signed a separate agreement with the landlord, you are likely to have separate tenancies.

Further advice

You can get further advice from Shelter's free* housing advice helpline (0808 800 4444), a local Shelter advice service, a Citizens Advice bureau, or by visiting shelter.org.uk/advice

*Calls are free from UK landlines and main mobile networks.



Specialist support on housing advice

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