

Ending a Tenancy by Giving Notice

As a tenant you have rights and responsibilities under the *Residential Tenancies Act 1987* (the Act). This fact sheet incorporates the changes affected by the Residential Tenancies Legislation Amendment (Family Violence) Bill 2018 from 15 April 2019.

There are five main ways in which you can terminate (end) your tenancy:

1. Giving a no grounds notice of termination (fixed or periodic). This fact sheet covers this situation.
2. Entering a written agreement with the lessor to terminate the agreement. See the Break Lease fact sheet for more information.
3. Applying for, and getting, a termination order from the Magistrates Court. See the Break Lease or Maintenance and Repairs or Entry and Privacy fact sheets for more information.
4. Abandoning the premises. See the Break Lease fact sheet.
5. Giving a termination notice to terminate your interest in a tenancy on the grounds that you or your dependant is likely to be subject to or exposed to family violence during the tenancy period. See our Family Violence fact sheets for more information.

In the Residential Tenancies Act the landlord is referred to as

If you are in a periodic agreement, or if you are near the end of a fixed term, ending the agreement requires written notice with the correct notice period required by your circumstances.

When you give a notice of termination, the notice must:

- be in writing;
- 1. be signed by you/specify your name;
- 2. identify the premises; and
- 3. specify the day on which you will vacate the premises and the notice of termination expires.

ENDING A PERIODIC TENANCY AGREEMENT

A periodic tenancy agreement is one that has no fixed end date. You can end a periodic tenancy agreement at any time without having to provide a reason, but you must give the lessor a minimum of **21 days' written notice**.

ENDING A FIXED TERM TENANCY AGREEMENT

A fixed term agreement is an agreement with a fixed end date. When you enter a fixed term agreement, you are expected to stay until the end of the fixed term.

NOTE: A fixed term tenancy agreement does not automatically end on the expiry date. You or the lessor must give at least 30 days' written notice of termination to confirm the end of the tenancy. If neither party gives a notice of termination, then when the fixed term agreement expires, it will automatically continue as a periodic tenancy agreement.

The notice of termination must state the date that you will move out of the property. That date cannot be earlier than the date of the expiry of the fixed term agreement. If you and the lessor give each other valid notices of termination expiring on different dates, then the earlier expiry date is the one that applies.

You must give at least 30 days' notice. If you give this notice in the last 30 days of your tenancy, it can extend the fixed term agreement to the end of the notice period. For example, if you give the lessor 30 days' notice to terminate the tenancy only 14 days before the expiry of your fixed term tenancy, your fixed term agreement will extend to the end of the 30 days' notice period.

If the lessor gives you a termination notice in the last 30 days of the agreement, this can extend your agreement to the end of notice period. However, you can move out any time from the original expiry date up to the date in the notice, and the tenancy will end on the day you move out. For example, if the lessor gives you 30 days' notice to terminate the tenancy 14 days before the expiry date of your fixed term tenancy, and you still move out on the original expiry date, you are not liable for rent beyond the original expiry date.

If neither party gives a notice of termination before the expiry of the fixed term agreement, then after the expiry date the fixed term agreement continues as a periodic tenancy agreement. If you want to end this, you will need to give at least 21 days' notice in writing (as above).

If you are in a fixed term agreement, you cannot give a "no grounds termination notice" and terminate before the end of a fixed term like you can with a periodic tenancy.

WHAT ARE THE STEPS TO END YOUR TENANCY?

These steps explain how to end your tenancy if you are in a periodic lease or at the end of a fixed term tenancy. If you want to end your fixed term lease early, see our fact sheets on [Break Lease](#), [Family Violence](#) and [Maintenance and Repairs](#).

- 6. Written Notice:** You must give the lessor a written notice of termination which gives the correct period of notice and specifies the date that the notice period expires. You can write a letter or use the [Form 22: Notice of Termination from Tenant to Lessor](#) which you can download from the [Department of Mines, Industry Regulation and Safety website](#).
- 7. Vacating the property:** When leaving a tenancy, you should leave the property in as close as possible the same condition as it was when you moved in, less fair wear and tear. Otherwise, the lessor can claim the cost of restoring the property to the original condition (this can include items such as cleaning or carrying out repairs).
- 8. Final Inspection:** Within 14 days of the tenancy ending, the lessor must inspect the property and complete a Property Condition Report (PCR). This time frame may vary if family violence has occurred.
- 9.** You should make every effort to attend the final inspection with the lessor. The lessor must give you a reasonable opportunity to be present for the final inspection. If you are present you have an opportunity to explain any damage, and make agreements to fix issues, and thereby prevent any future dispute about the return of the bond money (see the [Disposal of the Bond](#) fact sheet).

- 10. Security Bond:** After handing back the keys to the lessor you can then seek to get your bond back. You bond money cannot be released until all parties agree and have signed a Joint Application for Disposal of Security Bond, approve a [BondsOnline](#) application or a court has made an order disposing the bond. See our [Disposal of the Bond fact sheet](#) for more information.
- 11. Forwarding Address:** You must give the lessor a forwarding address at the end of the tenancy agreement. It is an offence under the Act to not provide a forwarding address. If you do not provide a forwarding address, and the lessor applies to Court for the bond, then you might not be notified of the application to Court, and the Court would most likely give the bond to the lessor in your absence.

WHAT DOES WRITTEN NOTICE MEAN?

The notice of termination must be in writing. You can either:

- 12.** Write a letter to the lessor. The letter must be signed, and include the address of the rental property and the date you will be moving out; or
- 1.** Use the [Form 22: Notice of Termination from Tenant to Lessor](#) which you can download from the [Department of Mines, Industry Regulation and Safety website](#).

You can give the termination notice to the lessor by delivering it personally or sending it by post (it is a good idea to register post so that you have proof that you sent it). If your lessor has consented to electronic service of notices (your written lease may specify this), then you may also give the notice by email.

If you deliver the notice personally you can give it to the lessor, the lessor's property manager, the person or organisation that receives your rent or any person who appears to be over the age of 16 years living at the lessor's home.

If you use the postal method, the lessor is deemed to have been given the notice when it would have been delivered to their address in the ordinary course of post. If you post the notice from the Perth metro area to the Perth metro area, then you must allow at least three business days for the ordinary course of the post, not including weekends or public holidays. For example, if you want to give 21 days' notice to terminate a periodic tenancy, and you post the notice on Friday the 3rd of the month, and the following Monday is a Public Holiday, the notice would not arrive in the ordinary course of the post until Thursday 9th, and therefore the expiry date of the notice of termination must be the 30th of the month or later, in order for you to give 21 days' notice.

You may only give the notice to the lessor by email if the lessor has consented to being served with documents and notices electronically. Your written lease agreement will usually specify if that is the case. If you send a notice to the lessor by email, and the lessor denies that they received your notice, you may have to prove that the lessor received the email. That may be difficult, and you can't rely on the deeming provisions in the *Residential Tenancies Act*. If you choose to give a notice by email, you should seek that the lessor confirms receipt of your notice in writing. If you choose to give the notice by email, it may be in your best interest to send the notice by post as well.

If there is more than one lessor, the notice only has to be delivered to one of them. Keep a copy of the notice for yourself and keep a record of how and when you sent or delivered it.

RELEVANT FORMS

[Form 22: Notice of Termination from Tenant to Lessor](#)

[Form 2: Notice of termination by Tenant on Grounds of Family Violence.](#)

FURTHER HELP – TENANTS ADVICE AND ADVOCACY

Circle Green Community Legal

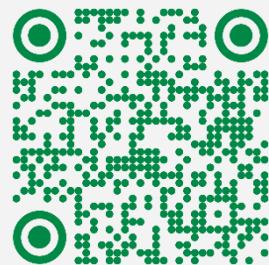
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