Your step-by-step guide to ending a tenancy

START HERE

You want to move out of your rented premises.

Do you have a fixed-term tenancy agreement (e.g., a 12-month lease)?

Is your lease about to expire?

YES

Give the landlord 28 days' written notice of your intention to vacate. The date you give as the end date of your tenancy cannot be earlier than the last date of the fixed term.

Deliver in person or send by certified or registered mail. Allow an extra 2 days for delivery by mail.

Keep a copy.

You are liable for rent for the 28 day period. Do you intend to move out sooner?

YES

Notify the landlord so the premises can be re-let earlier if possible. If a new tenant can be found within the 28 days, you will not be liable for rent from the day they move in.

Make sure you hand in the keys on the day you move out. Otherwise, you could still be held liable for rent.

NO

Do you have a periodic (e.g., month to month) lease?

Are you breaking your lease because of hardship due to unforeseen circumstances?

YES

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The landlord must act to find a new tenant as soon as possible. If the property has not been re-let when you move out, stop paying rent so the landlord will act more quickly to replace you.

The landlord will be liable for lease breaking costs such as:
- A pro-rata reletting fee (if the agent charges this to the landlord)
- Advertising costs
- Rent until a new tenant moves in or until your fixed term expires

Find out what date the new tenant moves in so you know how much you owe in rent and other costs.

If the landlord has breached a duty under the Residential Tenancies Act 1997, you may be able to end your tenancy early.

Contact the Tenants Union for advice.

NO

Does the landlord agree to end your tenancy early?

YES

Get the agreement in writing and make sure it states that you will not be liable for any additional costs.

NO

State the date that you will be leaving and that you want a new tenant found as soon as possible.

If you need to break your lease early, give as much notice as possible. Put it in writing and keep a copy.

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If you intend to move out sooner? You will be liable for lease breaking costs such as:
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- Advertising costs
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Notify the landlord so the premises can be re-let earlier if possible. If a new tenant can be found within the 28 days, you will not be liable for rent from the day they move in.

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If you are breaking your lease because of hardship due to unforeseen circumstances, you can apply to VCAT for a reduction of your fixed term.

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See our fact sheets:
- Breaking a lease
- Ending a tenancy
- Notices to Vacate
- When you want to leave

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