

# How you can end your tenancy

**This factsheet looks at how to end your tenancy properly.**

If you want to end your tenancy you must do it the correct way. Get it wrong and you could remain responsible for paying the rent, even after you have left.

## Ending a fixed term tenancy early

If you have a fixed-term tenancy (eg an agreement for 6 or 12 months) you can only end it before the fixed-term ends if you either:

- have a break clause in your tenancy agreement that lets you give notice to end it early
- agree to surrender the tenancy.

If you are a joint tenant you will need the agreement of the other tenants to use these options unless your tenancy says otherwise.

### Break clause

A break clause usually allows both you and the landlord to give notice to end the tenancy early.

There's no standard format for a break clause. You'll need to follow what the clause says. In most cases you can only use the break clause on or after a certain date.

### Surrender

You and your landlord can agree at any time that your tenancy can end. This is called a 'surrender'. If you are a joint tenant, you need the agreement of the other tenants as well as your landlord in order to surrender the tenancy.

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 don't surrender your tenancy properly, you will remain liable to pay the rent.

## Leaving on the last day of a fixed term

You can usually leave on the last day of your fixed term agreement without giving your landlord notice.

This may not be the case if your tenancy says it will become 'contractual periodic' after the fixed term ends.

Let your landlord know if this is what you intend to do. It can help avoid disputes, for example about the deposit.

If you (or someone who is a joint tenant with you) stay even a day longer than the last day of your fixed term agreement, you must end your tenancy by notice or surrender.

## Ending a periodic (rolling) tenancy

If your tenancy is not for a fixed term, or if the fixed term has ended, you can end the tenancy by giving your landlord a valid notice to quit (NTQ). To be valid the notice to quit must:

- be in writing
- give at least four weeks' notice, or a month if you have a monthly tenancy - unless your tenancy agreement says you must give more notice
- expire on the first or last day of a period of the tenancy - unless your tenancy agreement says otherwise.

The first day of your tenancy period is the day your rolling or periodic tenancy started. It's often the day after any fixed term ended. For example, if your monthly tenancy began on the 15th of the month, your notice would need to end on either the 15th or 16th of the month.

It could be the date your rent is due but it won't always be the same.

If you are a joint tenant you can give NTQ to end a rolling tenancy without the agreement of the other joint tenants. However this will end the other tenants' rights to stay in the property too.

You and your landlord can also agree to surrender the tenancy. All joint tenants would need to agree to this.

## Further advice

You can get further advice from [england.shelter.org.uk/housing\\_advice](https://england.shelter.org.uk/housing_advice), local Shelter advice service or local Citizens Advice. If you have nowhere to sleep tonight, are at risk of harm or losing your home within the next 2 months, call Shelter Helpline on 0808 800 4444 for advice and information on your options.\*

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



**Note**  
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