

Terminating a tenancy (termination by tenant)

Please read this carefully before completing the notice of termination. This note, along with the attached notices of termination and warning notice, is intended as a general guide only. You should consult the Residential Tenancies Act 2004 (as amended) for full legal requirements. The RTB is not responsible for any errors or omissions.

Fixed-term tenancies

If your tenancy is for a fixed term, you can only end it early if one of the following applies:

- > The landlord has breached their obligations and failed to remedy that breach.
- > The landlord has refused consent to an assignment or sub-letting of the tenancy.
- > The tenancy agreement includes a break clause allowing the tenancy to be ended during the fixed term.
- > The landlord agrees to end the tenancy early
- > **Student-specific accommodation (SSA) only** – you may end the tenancy for any reason between 1 May and 1 October.

Breach of landlord obligations

If you are ending the tenancy because of a landlord breach, you must first give the landlord a **written** warning with a **reasonable amount** of time for the them to remedy the breach.

You can serve a **28-day notice of termination** if the breach is not remedied.

The notice period starts the day after the notice is served. Additional days may be added to ensure the landlord receives the full required notice.

No breach of landlord obligations

If there is no breach, you must serve the landlord with a **written notice of termination** and provide the **appropriate number of days' notice based on the tenancy duration**. The notice period starts the day after the notice is served.

Required notice periods (where the landlord has not breached their obligations) are available [here](#).

Note: You cannot serve a notice if you have a fixed-term lease **without a break clause**.

Landlord refusal to consent to an assignment or sub-letting

If the landlord refused consent to a sub-let or assignment, you may terminate a fixed-term tenancy.

You must give the landlord a **written notice of termination** and provide the **appropriate number of days' notice based on the tenancy duration**. The notice period starts the day after the notice is served.

Required notice periods (where the landlord has not breached their obligations) are available [here](#).

Student-specific accommodation (SSA) only

The law limits the duration of a tenancy or licence for SSA to a maximum of 41 weeks, unless the parties agree to a longer period.

Regardless of the agreed duration, you may terminate the agreement any time between 1 May to 1 October, (inclusive) in any year. You do not need to give the provider a reason for the termination, but you must give a minimum of 28 days' notice of your intention to end the agreement.

Joint inspection before the tenancy ends

A joint inspection of the dwelling is recommended before the tenancy end date.

Documents in this pack

- > **Notice of termination 1:** Breach of landlord obligations
- > **Notice of termination 2:** No breach of landlord obligations
- > **Notice of termination 3:** Refusal of consent to sub-let or assign
- > **Notice of termination 4:** Student terminating a tenancy of SSA between 1 May and 1 October
- > **Written warning:** Breach of obligations

