

## Ending a private tenancy

This information is for people renting privately in Northern Ireland.

There are many reasons for a tenancy to end. You can leave your private tenancy when your agreement ends, but it can be risky to leave before then. If your landlord asks you to leave early, they need to follow certain rules.

### Options at the end of a tenancy

When your tenancy is ending, you can either:

- give enough notice if you want to move out
- sign a new tenancy agreement if you want to stay for another fixed term, or
- ask to become a [periodic tenant](#) and rent on a monthly basis

[Speak to our advisers](#) if you are not sure how to end your tenancy or if you need help understanding your tenancy agreement.

### Leaving your private tenancy

If you want to move out when your tenancy agreement ends, you need to tell your landlord in writing. This is called giving 'notice to quit'.

If you do not give notice to quit in writing, your landlord can argue that your tenancy is still running, and you're responsible for rent. The amount of notice you must give depends on how long you've lived in your home.

If you have a tenancy agreement, you must give your landlord:

- four weeks' notice if you've lived in the tenancy for less than 10 years
- 12 weeks' notice if you've lived in the tenancy for more than 10 years

If you do not have a tenancy agreement:

- your tenancy is for six months
- you must give your landlord notice to quit at least 28 days before the six months ends

If you leave a fixed term tenancy early, your landlord can keep your deposit or take legal action against you. If your landlord agrees to let you leave early, make sure to get this in writing.

Check your tenancy agreement for other instructions about ending your tenancy.

## **Negotiating to leave your private tenancy early**

Your best option is to negotiate with your landlord if you want to leave a fixed term tenancy early. Explain why you want to leave. Your landlord may understand why it's important for you.

Even if you usually work with an estate agent, it can be helpful to speak directly with your landlord. Their contact information is in your [tenancy information notice](#). You can offer to:

- find a replacement tenant, or
- pay the costs for advertising and finding a new tenant, or
- leave them with some or all of the deposit

If your landlord agrees to let you leave your tenancy early, get it in writing.

## **Getting a notice to quit from your landlord**

Your landlord must give you a certain amount of notice to end your tenancy. If you have a tenancy agreement, the notice you get depends on how long you've lived in the property.

If you've lived in your home:

- for less than a year – your landlord must give you four weeks' notice
- between one and 10 years – your landlord must give you eight weeks' notice

- for more than 10 years – your landlord must give you 12 weeks’ notice

[Speak to our advisers](#) if you get a notice to quit from your landlord. They can talk to you about the notice to check it’s valid. They can also help you work out your [options if you have no place to live](#).

## Ending a periodic tenancy

A periodic tenancy does not have a set end date. If you pay a month’s rent, that is how long your tenancy is for. If you leave before it ends, your landlord can keep your deposit. Your landlord cannot ask you to leave before the end of the period.

## Ending a joint tenancy

A joint tenancy means you’re on the tenancy agreement along with at least one other person. Notice to quit from one tenant, ends the tenancy for everyone.

For example, if you [split up with your partner](#) and they give notice, the tenancy ends for both of you. If you want to stay on, you need to sort out a new contract with your landlord.

## Break clauses in your tenancy agreement

This is a clause that lets you or the landlord end the tenancy agreement early. They are rare and usually include conditions for you, such as:

- finding a replacement tenant
- paying a penalty fee
- paying to advertise the property again

## Landlord breaks your agreement

Even if your landlord does something that is against your contract, the contract is still legally binding and you are still responsible for keeping to your agreement. You should not leave just because you think your landlord broke your tenancy agreement.

For example, if your landlord goes to your home without giving you proper notice. This is against your tenancy agreement, but it's not enough to legally break the contract.

The landlord is only breaking the contract if they do something very serious, called a 'material breach.' To prove your landlord materially breached your agreement in court, you must prove that you:

1. told the landlord about the problem
2. gave the landlord enough time to fix it
3. told the landlord it was a material breach and you would end the agreement if they did not fix the problem
4. gave notice to quit, and gave the breach as the reason you want to leave

It's best to first try and work things out with the landlord. You always put yourself at risk if you leave a tenancy before the agreement ends. Your landlord can keep your deposit and you'll need to go to small claims court to try and get it back.

## Unwinding a tenancy

In some rare cases, you can end (or 'unwind') your tenancy agreement early. You can only unwind an agreement if you:

- are within the first 90 days of the contract
- can prove you only signed because of aggressive or misleading practices

Aggressive or misleading practices from landlords or estate agents include things like:

- false information
- harassing or rushing you to sign
- not describing the property correctly
- being vague or hiding information
- hiding additional costs

For example, your tenancy agreement says you have exclusive use of the garage attached to the property you've agreed to rent. But when you move in, the garage is locked and your landlord refuses to remove their belongings. This could count as a misleading practice.

If you can show that the landlord or estate agent was misleading or aggressive in their practices, [the law says](#) you may be able to unwind the tenancy and get a

discount on rent you've paid.

## **Abandoning a private tenancy**

If your landlord has reason to believe you do not live in the property anymore, or have abandoned it, they can end your tenancy.

Your landlord may think you've abandoned the property, if some of the following happens:

- the property appears empty
- your rent stopped
- your garden is overgrown
- there's post built up in your letterbox
- they ring a few times and you're not there to answer

If your landlord thinks you abandoned the property, they may give you notice to quit if they do not hear from you.

If you're still living at the property, contact your landlord as soon as possible and explain why the property looked abandoned.

If your landlord still decides to end your tenancy, they must follow [the eviction process](#).

## **Leaving if the property is repossessed**

You should be an 'authorised' tenant if you live in a private rental. This means that:

- your landlord got permission from their mortgage lender (if they have one) to let the property
- your tenancy agreement follows any rules from the lender

If your landlord did not get permission, you are considered an 'unauthorised' tenant.

If you're an authorised tenant, you:

- will get a notice if the lender is trying to repossess the property

- have all the rights of a usual tenant, including a notice period and notice to quit

If you are an unauthorised tenant, you:

- may not know about the repossession until it's already happened
- need to leave whenever the lender tells you to, even if you had a tenancy agreement

## More advice

- [Finding a private rental](#)
- [Certificates and paperwork](#)
- [Deposits and fees](#)

## Footnotes