Housing Rights

https://www.housingrights.org.uk/landlords/ending-tenancy/how-end-tenancy

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How to end a tenancy

This information is for private landlords of properties in Northern Ireland.

If you are a tenant, you can find advice here.

If you are a landlord or letting agent in Northern Ireland seeking advice, you can:

- send a message to Landlord Advice, or
- call 028 90 245 640 (Option 1)

Both landlords and tenants must follow the correct process to end a tenancy. You may end up in court if you, or your agent, do not follow this process.

Legal process to end a tenancy

You must follow the right process to end a tenancy or evict a tenant. This is known as due process.

This means:

- sending a written notice to quit at the right time
- applying for a court order if the tenant does not leave
- asking the courts to enforce that order if the tenant still does not leave

It is illegal to force a tenant to leave a rented property without following due process. The council can prosecute you, and the tenant can sue you for damages.

Giving a notice to quit to a tenant

For your notice to quit to be valid, it must:

- be in writing
- give the correct legal notice period

There are extra requirements if you want to give a notice to quit during a fixed term tenancy.

You can give the written notice to your tenant:

- in person
- by email, text or messaging app, or
- by post, allowing enough time for delivery

Check your contract first to see whether it requires a notice to quit to be served in a specific way. For example, if it states that it must be served by post, then that's what you must do.

If you do not have a written agreement with your tenant, you can only end the tenancy during the first six months if:

- the contract was for a fixed term of less than six months, or
- the tenant has breached the terms of the contract and cannot fix this

If you pay an agent to manage your tenancy, you can instruct them to issue the notice to quit on your behalf.

Length of notice to quit

Your notice is only valid if it complies with the minimum legal timeframes.

Your tenant should get:

- 4 weeks' notice if they've rented the property for less than 1 year
- 8 weeks' notice if they've rented the property for between 1 and 10 years
- 12 weeks' notice if they've rented the property for more than 10 years

You cannot backdate the notice if you get the date wrong. You'll have to start again.

Form of notice to quit

Your notice to quit does not need to be in a specific form. But it must be clear as to when the tenancy will end.

You do not need to include reasons for ending the tenancy if:

- the tenancy agreement has already ended, and
- your tenants did not sign a new contract

Tenant gives notice to quit to a landlord

Your tenant must give you written notice if they want to end the tenancy.

They must give you:

- 4 weeks' notice if they rented the property for less than 10 years
- 12 weeks' notice if they rented the property for more than 10 years

These are the minimum notice requirements. A tenancy agreement can require the tenants to give more than this. But it cannot require them to give less.

Ending a tenancy during the fixed term

Your tenant has a right to live in the property until the fixed term ends.

You can only try to end the tenancy before then if:

- your tenant has broken the agreement and cannot fix this breach, or
- there is a clause in the tenancy agreement giving you and the tenant equal rights to end the agreement early

You can:

1. write to the tenant if they are in breach of the contract
2. give them a chance to remedy the breach
3. tell the tenants that you intend to end the tenancy if they do not do this

You might decide to serve a notice to quit if the tenants do not correct the breach. The notice to quit must say which terms of the tenancy agreement the

tenant has broken.

Sometimes tenants may wish to leave early.

Our mediation service can help landlords and tenants reach an agreement.

Harassment and illegal eviction

Make sure to follow the right process when ending a tenancy. If you don't, it will be an illegal eviction. The council could prosecute you, and your tenant could sue you.

You may also be guilty of harassment if you try to get your tenant to leave the property by:

- changing the locks
- threatening or forcing the tenant into leaving
- cutting off any supplies or services to the property
- removing or interfering with the tenant's belongings

The police will not get involved in disputes between a landlord and a tenant unless a crime has taken place. But the councils do have powers to prosecute, and you could be sued.