

## Ending a private tenancy

This information is for people renting privately in Northern Ireland.

There are many reasons for a private tenancy to end. How the tenancy ends will depend on whether it is:

- [a fixed term tenancy](#)
- [a periodic tenancy](#)
- [a default six month tenancy](#)

[Speak to our advisers](#) if you're not sure what type of tenancy you have.

### Ending a fixed term tenancy

A fixed term tenancy lasts for a set period. It will have a start and end date. The most common fixed term is a year. At the end, it can be renewed for a new fixed term or it might become periodic.

#### Fixed term reaches its end date

You should let your landlord know if you do not want to stay on in the tenancy after the fixed term is due to end. You should give them as much notice as possible. You should also let them know if you want to stay as a periodic tenant.

If you do not want to stay on, you should follow the timescales needed for giving a notice to quit:

- 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

You should tell the landlord in writing. 'In writing' can mean by letter, email or text.

## Leaving a fixed term tenancy early

A 'break clause' allows a tenant or landlord to end a fixed term tenancy before its end date. 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

In most cases, if you want to leave a fixed term tenancy early, you will need to negotiate with your landlord. Explain to them why you want to leave.

Even if an estate agent manages the property, it is still a good idea to contact your landlord. Their contact information should be in your [tenancy agreement](#) or [tenancy information notice](#).

As part of the negotiations, you can offer to:

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

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

If you leave without your landlord's agreement, you will still be responsible for paying the rent. Your landlord can keep all or some of your deposit to cover the remaining rent. Or they may take legal action against you. You might be able to use [our mediation service](#) to negotiate with your landlord.

## Ending a periodic tenancy

A periodic tenancy usually starts when:

- a fixed term tenancy has ended and
- you and the landlord want the tenancy to continue but
- both of you do not want to enter into a new fixed term

A periodic tenancy does not have an end date. If you pay a month's rent, it will be seen as a month-to-month tenancy. If you leave before the end of the monthly rental period your landlord might be able to [keep some of your deposit](#) to cover

any rent still owed.

## Ending a joint tenancy

A joint tenancy means you're on the tenancy agreement with at least one other person. The tenancy will end if any of the tenants gives the landlord notice that they want to end the tenancy. Anyone wishing to stay in the property must negotiate with the landlord. You might be able to use [our mediation service](#) to negotiate with your landlord.

## Ending a default six month tenancy

When you enter into a tenancy without agreeing on an end date, the law says it must last for at least six months. If you want to leave before the end of the six months, you must give your landlord at least 28 days' written notice. You will still be responsible for paying rent until the end of the six months. As a result, your landlord will be entitled to keep an amount of your deposit to cover the rent.

## 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 and
- 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 extra costs

For example, your tenancy agreement gives you sole use of the garage at your rental property. But when you move in, the garage is locked, and your landlord refuses to remove their belongings from it. This could count as a misleading

practice.

[The law says](#) you might be able to unwind the tenancy if you can show that the landlord or estate agent misled you. Or if they were aggressive in their business practices. You might also be able to get a discount on the rent you've paid.

## **Landlord breaks your agreement**

Even if you believe that your landlord has broken your contract, it may not be enough to leave the tenancy early.

The landlord would need to do something very serious to be seen as breaking the contract. This is known as a 'material breach.'

To prove in court that your landlord has broken the agreement in this way, you must prove that you:

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

It's best to first try to [work things out with the landlord](#). You always put yourself at risk if you leave a tenancy before the agreement ends. Your landlord may be able to keep money from your deposit to cover unpaid rent. Or they could take action against you in small claims court to get the money back.

[Speak to our advisers](#) if you are not sure how to end your tenancy.

## **Landlord ends your tenancy**

Your landlord may give you notice to end the tenancy if they for a number of reasons including:

- you have abandoned the tenancy
- you have broken the tenancy agreement
- they are having the property repossessed

## **Abandoning a private tenancy**

Your landlord can end your tenancy if they believe you no longer live in the property or have abandoned it.

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

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

If your landlord thinks you have left the property and they don't hear from you, they may give you notice to quit.

If you're still living in the property, you must contact your landlord as soon as possible. You will need to explain why the property looks abandoned.

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

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

There are different requirements from your landlord depending on your type of tenancy:

- fixed term tenancy - your landlord can only give you notice to quit during a fixed term if they can show that you have broken the tenancy agreement
- periodic tenancy - your landlord can give you notice to end the tenancy at any time, without having to provide a reason
- default six month tenancy - your landlord can only end a tenancy if they can show that you have broken the tenancy agreement

In all cases, your landlord must give you the right amount of notice to end your tenancy.

If you've lived in your home:

- for less than a year - your landlord must give you four weeks' notice
- between 1 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 check if the notice is valid. They can also help you work out your [options if you have nowhere to live](#).

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

Your landlord may also give you notice to leave the property if it is being repossessed. Your rights will depend on whether you are an 'authorised' or 'unauthorised' tenant.

[Speak with our advisers](#) to check what your position is.

### **Authorised tenant**

You will have more rights if you are an authorised tenant. You are an authorised tenant if:

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

If you're an authorised tenant, you:

- will get a notice from the lender about their plan to repossess the property
- have tenancy rights, including a right to the correct notice period and a written notice to quit

### **Unauthorised tenant**

You will be an unauthorised tenant if your landlord did not get permission from their mortgage lender to rent the property out. In this case there is no direct link between you and the mortgage lender. You will have less protection from eviction.

The lender must make all of the occupants of a property aware of an impending repossession. This can be a complicated area of law. [So please contact us for advice](#) as soon as you are made aware that the property is being repossessed.

## **More advice**

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

- [Deposits, rent and fees](#)