Housing Rights

https://www.housingrights.org.uk/housing-advice/private-tenants-rights/ending-private-tenancy

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Ending a private tenancy

This information is for people renting privately in Northern Ireland.

There are many reasons for a private tenancy to end.

Get advice before leaving a private tenancy if you have nowhere else to go. You might be entitled to emergency help from the Northern Ireland Housing Executive.

How the tenancy ends will depend on whether it is:

- a fixed term tenancy
- a periodic tenancy
- a default six month tenancy where there is no tenancy agreement
- a protected tenancy

Speak to our advisers if you're not sure what type of tenancy you have.

If a landlord wants to end a tenancy, they must always follow the correct process.

If they try to force you to leave without following the legal process, this may be an illegal eviction.

Get advice as soon as possible if your landlord wants you to leave.

You may have to pay court costs if your landlord has to take you to court to evict you.

Mediation can help to resolve disputes over ending a tenancy. Either you or your landlord can contact us about using our free mediation service.

Ending a fixed term tenancy

A fixed term tenancy lasts for a set period. This will be stated in the tenancy agreement. It will have a start and end date. The most common fixed term lasts for a year. In most cases, at the end of the fixed term:

- you and your landlord can sign a new tenancy agreement, with a new fixed term or
- you don't enter into a new tenancy agreement, and you both let the tenancy become periodic

There are several situations where a tenant may end a fixed term tenancy:

Fixed term reaches its end date

You might want to move on at the end of the fixed term. Even though the tenancy is coming to the end of its fixed period, it is better to let your landlord know in advance. You should tell the landlord in writing. This can be by letter, email or text. The amount of notice you give your landlord should be in line with the requirements for giving a notice to quit.

The normal timescales needed for giving a notice to quit are:

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

You should check your most recent tenancy agreement. This will tell you if you have agreed to give longer notice than those above.

Consider your situation before giving notice to quit. You should make sure you have somewhere else to go before giving the landlord a notice to quit. You may wish to get advice first.

If you have not given a prior notice to quit, you can still leave the tenancy at the end of a fixed term if you want. The landlord cannot force you to leave at the end of the fixed term. They must follow the correct legal process to end the tenancy if you do not move out.

Leaving a fixed term tenancy early

You usually cannot leave a fixed term tenancy before its end date. Check whether your tenancy agreement has a 'break clause'.

A break clause allows a tenant or landlord to end a fixed term tenancy before its end date. These are rare and will usually have 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. You can get advice on your options first.

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 the 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 are still living in the property and
- you and the landlord have not signed a new tenancy agreement

A periodic tenancy doesn't have an end date. If you pay a month’s rent, it will be 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. This would be

to cover any rent still owed.

A periodic tenancy will continue until:

- the landlord ends it by following the correct process or
- you end the tenancy

To end the tenancy, you will need to send the landlord a written notice to quit. The time required depends on how long you have lived in the property:

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

If your tenancy agreement says you must give longer notice than above, you should try to follow this.

Make sure you have somewhere to go before you give your landlord notice to quit.

Circumstances can change. You might need to stay in the property:

- it is best to let your landlord know as soon as possible if this happens
- our mediation service might be able to help you reach an agreement with your landlord

You might find that the landlord still wants to end the tenancy. If this happens, they still must follow the correct process to end the tenancy.

You can also get advice from our helpline.

Ending a joint tenancy

A joint tenancy means your name is on the tenancy agreement with at least one other person. This could be someone like a partner, friend or relative.

A joint tenancy will end if any tenant gives the landlord notice that they wish to end the tenancy. If you wish to stay on in the property or get a replacement tenant, you will need to speak with your landlord. You might be able to use our mediation service to negotiate with your landlord.

It's important to note that anyone left in the property will be responsible for paying all the rent.

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. Your landlord may be able to keep some of your deposit to cover the rent.

Your landlord must follow the correct legal process if they want to end the tenancy.

Ending a protected tenancy

Most tenancies are not protected. Since 1 April 2007, no new protected tenancies have been created. It can be difficult to work out if you're a protected tenant. You can check the Rent Register to see if you are in a protected tenancy. Speak to our advisers if your home is not on the Rent Register and you think it is a protected tenancy.

If you are a protected tenant, you cannot be evicted as easily as other private tenants.

You can only be evicted on certain grounds, which are set out in legislation. The landlord must give you the proper amount of notice to quit.

If you're a protected tenant and your landlord is trying to evict you, speak to our advisors or a solicitor.

Mediation can help to resolve disputes over ending a tenancy. Either you or your landlord can contact us about using our free mediation service.

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 giving a proper description of the property
- 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. This could count as a misleading practice.

The law says you might be able to unwind the tenancy if you can show 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.

Mediation can help to resolve disputes over ending a tenancy. You or your landlord can access our free mediation service.

Landlord breaks the 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 considered in breach of the contract. This is also 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 for wanting to leave

It’s best to try to work things out with the landlord first. 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 you to

small claims court to get the money back.

Speak to our advisers if you are unsure how to end your tenancy.

Mediation can help to resolve disputes over ending a tenancy. You or your landlord can access our free mediation service.

Landlord ends your tenancy

Your landlord may give you notice to end the tenancy for reasons such as:

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

In some cases, your landlord does not have to tell you the reason they are ending the tenancy.

But, in all cases, your landlord must follow the correct process to end a tenancy. This involves:

- sending you a valid notice to quit
- taking you to court to evict you if you have not left once the notice to quit has expired
- getting a possession order from the court
- enforcing the order with the Enforcement of Judgments Office (EJO)

If your landlord does not follow this process, it may be an illegal eviction. Get advice as soon as possible if you are in this situation.

Abandoning a private tenancy

Your landlord can end your tenancy if they believe you no longer live in the property or have abandoned it. They must still follow the correct legal process to do this. Get advice if this has happened.

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

- 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

The landlord may:

- try to end the tenancy
- try to contact you
- attempt to enter the property
- contact your family or friends, or a guarantor

If you’re still living in the property, you must contact your landlord as soon as possible. You should let them know you are still living in the property.

If you have stopped paying rent:

- it is best to let your landlord know why
- you should try to arrange a repayment plan for arrears

A landlord should not try to enter the property without your permission. This may be harassment. Get advice if this has happened.

Mediation can help to resolve disputes over ending a tenancy. You or your landlord can access our free mediation service.

Getting a notice to quit from your landlord

In all cases, if your landlord wants to end the tenancy, they must give you a written notice to quit. There are different requirements depending on the 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 quit without giving a reason. They can do this at any time
- default six-month tenancy – your landlord must show that you have broken the tenancy agreement if they want you to leave
- protected tenancy - the grounds for evicting a protected tenant are set out in legislation. The landlord can only evict you if they can show that one of these grounds applies

In all cases, your landlord must give you the right amount of notice to end your tenancy. A landlord sending a valid notice to quit is only the first step in ending

the tenancy.

If you cannot leave at the end of the notice to quit, the landlord must follow the correct legal process to end the tenancy.

If a landlord tries to force you to leave, this may be an illegal eviction.

If you've lived in your home:

- for less than a year – your landlord must give you four weeks' notice
- between one and ten years – your landlord must give you eight weeks' notice
- for more than ten years - your landlord must give you 12 weeks' notice

Speak to our advisers if you receive a notice to quit from your landlord. They can check if the notice is valid. They can also help you work through 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 rent 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, a written notice to quit, and a right not to be evicted without due process

Unauthorised tenant

The mortgage lender may not have given the landlord permission to rent the property. You will be an unauthorised tenant if this applies. In this case, there is no direct link between you and the mortgage lender. You will have less protection from eviction.

The lender must notify all occupants of a property of an impending repossession.

Determining whether you are an authorised or unauthorised tenant can be complicated. So please contact us for advice as soon as you become aware that the property is being repossessed.

More advice

- Finding a private rental
- Certificates and paperwork
- Deposits, rent and fees