

## 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.

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.

If a landlord wants to end a tenancy:

- they must always follow the [correct process](#)
- if they try to force you to leave, 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 takes you to court to evict you.

Housing Rights has a [free mediation service](#) for tenants and landlords in the private rented sector. Mediation can help to resolve disputes over ending a tenancy.

## Ending a fixed term tenancy

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

- you may sign a new tenancy agreement with your landlord which will have another fixed term or
- the tenancy will become a periodic tenancy

A periodic tenancy is sometimes described as 'rolling month to month.' It continues until either:

- the landlord ends the tenancy by following [the correct process](#) or
- the tenant ends the tenancy

There are several situations where a tenant may end a tenancy. They are as follows:

### **Fixed term reaches its end date**

If you want to leave at the end of the fixed term, it is best to give the landlord written notice of your intention. Written notice is usually by letter, email or text. This can be giving 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 10 years
- 12 weeks' notice if you've lived in the tenancy for more than 10 years

Check your most recent tenancy agreement as well. If it says you must give longer notice than above, you should try to follow this.

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 notice to quit, you can leave the tenancy at the end of a fixed term if you want. But, 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**

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

A periodic tenancy has no 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
- the tenant ends the tenancy

To end the tenancy, a tenant needs to send a written notice to quit to the landlord. 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 a notice to quit to your landlord.

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 you're 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.

## 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.

Housing Rights has a [free mediation service](#) for tenants and landlords in the private rented sector. Mediation can help to resolve disputes over ending a tenancy.

## 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 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.

[Our mediation service](#) may also help you reach an agreement.

## **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

- 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, this 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.

[Our mediation service](#) may also be able to assist.

## **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 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

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 1 and 10 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 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, 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 are made aware that the property is being repossessed.

## **More advice**

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