



Eastern Area Tenants Service

local tenancy information resource

number 1B

Tenant can leave early without paying compensation to landlord in particular circumstances

- Tenant offered a place in social housing
- Some domestic violence circumstances
- The landlord plans to sell the property without advising the tenant at the start of the agreement

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The Residential Tenancies Act 2010 allows tenants to leave a fixed term agreement with 14 days notice and without financial penalty in the situations described on this information sheet

A tenant is not liable to pay any compensation for the early termination of an agreement in the following circumstances:

Social housing and aged care

If you have been offered a place in social housing or a place in an aged care facility and want to leave your current premises. The social housing provider or aged care facility should provide you with a letter confirming that you have been offered a place and you can give a copy to the landlord, if necessary.

Sale of property without being advised at the start of the tenancy

A tenant can leave a fixed term agreement early, without penalty, if the landlord tells the tenant they are putting the property up for sale, but did not advise the tenant of their intentions before the tenant signed the agreement. It does not matter if the landlord did not know that they were going to sell the property when the lease was signed. Some landlords

and real estate agents will say that you cannot leave because the landlord had no intention to sell when they entered the agreement. This is an incorrect reading of the law. The landlord's intention when you signed the lease does not matter.

To give notice in these circumstances, a tenant needs to be able to show:

1. That the tenant was not advised at the start of the tenancy that the landlord intended to put the property up for sale; and
2. That the property has been put up for sale

Domestic violence

If you are in a household where there was domestic violence you may be able to break your lease without penalty. There are a number of factors to be considered in circumstances where there is domestic violence. There are separate local and Tenants Union factsheets that deal with this issue in greater depth. We advise you to read those and contact your local

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If you are leaving for one of the reasons in this fact sheet, make sure your notice of termination is in writing and properly delivered to the landlord or agent (not emailed).

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If you post a notice you have to allow an extra four days for delivery. Keep evidence that you did post it.

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When you want a break your lease, always seek advice from your local tenants advice service



tenants' advice and advocacy service before trying to break the lease on this basis.

How to notify the landlord of your intention to leave

If you want to break the lease for any of the reasons outlined in this factsheet you need to serve your landlord with a written termination notice. You must give the landlord 14 days notice that you are intending to vacate. The termination notice needs to state the address of the premises, the reason you are leaving and the date that you will be giving vacant possession (when you give the keys back).

On the right you will see an example of a termination notice. You should keep a copy of the notice for your records.

You need to 'serve' the termination notice on the landlord (or their agent). The word 'serve' means that you give the notice to the landlord by either:

- Delivering it personally to the landlord or the agent;
- Delivering it personally to the landlord's house or business address and giving it to a person older than 16 years of age;
- Delivering it to the real estate agency and giving it to an employee of the agency;
- Putting the termination notice in an envelope addressed to the landlord and leaving it in a mailbox at their house or business;
- Sending it to the landlord or their agent by post;
- Faxing it to the landlord or the agent.

If your termination notice does not contain the right information or if it is not served properly the landlord can apply to the NSW Civil and Administrative Tribunal and get an order that the notice is invalid. You could then be liable to pay compensation to the landlord. Your local tenants' advice and advocacy service can help you with questions about how to write and serve termination notices.

Sample notice letter

Your name and address
Date

Landlord or agent's name and address

Dear _____

Termination of tenancy agreement at (address)

I am writing to give you notice that I am planning to leave the above property on _____.

I am leaving the property because (put in reason here):

(for example, I have been offered a place in social housing, or I have been offered a place in an aged care facility, or you have offered the property for sale without advising me at the start of the tenancy that you intended to do so)

Please contact me on (your phone number) to arrange for an outgoing inspection and to fill out the outgoing condition report. My new address from (vacation date) will be: new address.

Yours sincerely,

Your name and signature