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Postal Address: GPO Box 3180, Darwin NT

Location: 8 Manton Street, Darwin, NT

## TERMINATION OF TENANCY BY TENANT

There are different ways to end a tenancy, depending on the type of tenancy agreement and the reason for ending the tenancy.

### Notice of termination

To be valid, a notice of termination must be dated and signed by you and any other tenant/s named on the tenancy agreement. It must also contain:

- the address of the premises;
- the date you are moving out; and
- the reason for ending the tenancy agreement.

Reason	Minimum notice period
To end a fixed term tenancy agreement (i.e. where tenancy is for a certain period of time)	14 days before the last day of a fixed term tenancy
To end a periodic tenancy agreement (i.e. where no fixed term or where fixed term has expired)	14 days
If the premises are flooded, unsafe or uninhabitable	2 days
If an offer of public housing is made to tenant	14 days, provided the tenant notified the landlord that they had applied for public housing before they entered into the tenancy agreement

You must post a notice of termination or notice to remedy breach, or hand deliver it to the landlord or agent. If you put the notice in the post, you need to add 4 business days on the notice period to allow for delivery. You should keep a copy of the notice. In this factsheet, a reference to a landlord generally includes a real estate agent or any person acting on the instructions of the landlord.

### Notice to remedy breach

Some terms (for example, a term that the landlord will not cause an interference with the reasonable peace or privacy of a tenant) are automatically included in all tenancy agreements, even if they are not written down in the agreement.

You can give the landlord a notice to remedy breach where they breach (break) one of these terms, or where a term of your tenancy agreement specifies that you are allowed to terminate the tenancy if the term is breached by the landlord.

A notice to remedy breach must:

- be in writing;
- be signed by all tenants;
- include the address of the premises;
- state that the landlord is in breach of the tenancy agreement and detail the nature of the breach;



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- specify a date at least 7 days (plus an extra 4 business days if you post the notice in the mail) after the notice is given by which the landlord is required to remedy (fix) the breach, or take steps to do so; and
- state that the tenant will apply to the Northern Territory Civil and Administrative Tribunal\* ('NTCAT') if the breach has not been remedied or the specified steps taken.

If the landlord does not remedy the breach or take steps to do so by the date you specified, you can apply to the NTCAT for a termination order within 14 days of this date. Even if the landlord is in breach of the tenancy agreement, you should continue to pay rent.

#### **Direct application to the NTCAT**

You can apply directly to the NTCAT for a termination order without first giving the landlord a notice to remedy breach or a notice of termination where:

- you can show that the continuation of the tenancy would cause you serious hardship, and the circumstances causing the hardship did not exist before you entered into the tenancy agreement; or
- there has been a serious breach of the tenancy agreement by the landlord.

#### **Lease Break**

If you end a fixed term tenancy for a reason not outlined in this factsheet, you are 'breaking' the tenancy agreement. You should give the landlord as much written notice as possible of your intention to move out, and should only pay rent up until the day that you move out and return the keys.

Breaking the tenancy agreement allows the landlord to seek compensation for rent up to the end of the fixed term or until a new tenant is found (whichever is earlier), and other losses such as advertising or re-letting fees. The landlord can only seek compensation where they can prove that they have taken reasonable steps to minimise their loss.

You can negotiate with the landlord about any compensation amount once new tenants move in. Any agreement as to compensation should be in writing and signed. If you do not reach an agreement, the landlord may apply to the NTCAT for compensation. Also see the DCLS 'Tenancy databases' factsheet.

#### **Agreement between tenant and landlord**

You and your landlord can agree to end the tenancy at any time. An agreement to end the tenancy should be in writing, dated, and signed by the landlord and all tenants named on the tenancy agreement. It should also specify when you will return the keys and stop paying rent.

#### **Assignment**

You can assign or transfer your tenancy to another person, who then takes on your rights and obligations under the tenancy agreement. You need the written permission of your landlord and any co-tenants to do so. If your landlord unreasonably refuses permission to assign your tenancy, you can apply to the NTCAT. The NTCAT can decide whether the refusal was unreasonable.

#### ***Contact Darwin Community Legal Service for further information.***

\*If you make an application to the NTCAT prior to approximately June 2015, you will need to use a Commissioner of Tenancies application form. Prior to making an application, contact the NTCAT for up to date information.