

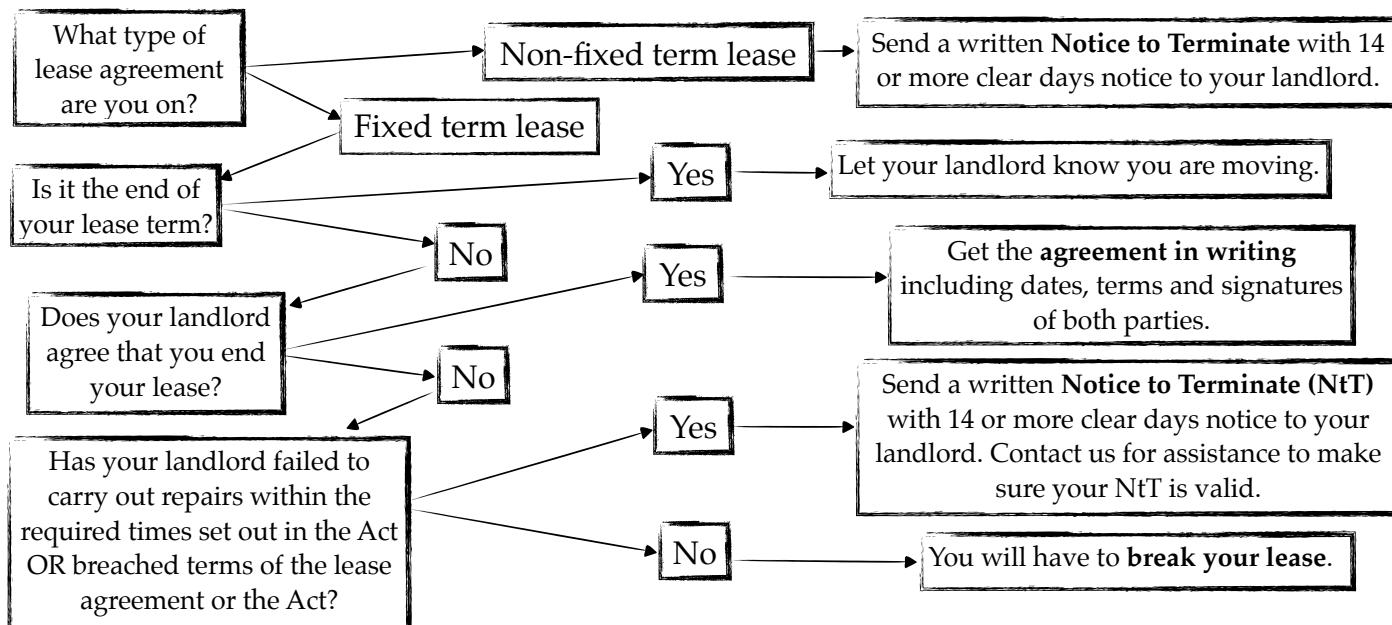
Landlord problems? Change of circumstances?



LEAVING LEASES EARLY

Information for Tenants

There are different procedures for a tenant ending their lease agreement. Which way of ending the lease is available to a particular tenant can depend on the type of lease they are on, their reason for terminating and the consent of the landlord. So when a tenant tells us they want to end their lease the conversation goes something like this:



NO FUSS END OF LEASE

When a fixed-term lease approaches its end date and the tenant wishes not to renew the lease, they are not required to give the landlord notice. However, the landlord is likely to follow up on a renewal and it is recommended to give the landlord notice of your intention to move even if they do not contact you.

A tenant on a non-fixed term lease, must give 14 or more days notice in writing, in order to end their lease. They do not require a reason or the landlord's consent to move.

AGREEMENT TO END LEASE

A tenant, leaving a fixed term lease early, may be able to negotiate a no fault termination of the lease with their landlord. Any agreement should be in writing, signed by both parties, stating dates and agreed terms.

TERMINATING THE LEASE

Tenants can only use a Notice to Terminate to end their lease for the following reasons:

- The landlord has failed to carry out repairs (that are not the tenant's fault) within the time prescribed under the Act or Lease.
- The landlord has breached other provisions of the Residential Tenancy Act or the Lease.

Tenants must give **14 clear days*** notice (except for boarding premises where it is 2 clear days).

During this time rent is still due.

In the case of **repairs**, if a landlord fixes the problem during the notice period, the tenant may still terminate the agreement at the end of the notice period.

In all **other breaches**, if the landlord fixes the problem within the notice period, then the Notice to Terminate is of no effect and the lease continues.

When a valid Notice to Terminate is served, the tenant only has to continue paying rent until the notice takes effect, regardless of whether a new tenant is found.

**Tenants'
Union of
Tasmania**

The information in this fact sheet is not legal advice. It is intended as a guide only. It applies only to legislation current in Tasmania as at 1 May 2018. For information regarding a specific tenancy problem, please phone the Tenants' Union on (03) 6223 2641 or 1300 652 641. The Tenants' Union of Tasmania accepts no responsibility for actions based on this information, nor for actions based on electronic translations of this information.

COMPLETING A VALID NOTICE

Landlord may dispute a Notice to Terminate. To ensure a notice complies with all regulations contact the Tenants' Union and they can assist tenants to complete a valid notice which will stand up to scrutiny.

A Notice to Terminate must include:

- Date of service of the Notice
- Landlord/Agent name/s
- Tenant name/s
- Premises to which the Notice applies
- Specific Reason/s for the Notice - be detailed in this section, e.g. if the issue is failure to carry out a repair, describe the required repairs and steps taken to have it rectified.
- Date that the Notice takes effect - a minimum of 14 clear days*.

The Tenant's Union [Notice to Terminate](#) pro-forma, can be used. Keep a copy of the notice and any correspondence which follows the notice.

***Clear Days** refers to complete 24 hour periods from Midnight to Midnight.

BREAKING THE LEASE

When a tenant must break their lease before the end date due to financial, family, relationship, work or other issues, then both the tenant and the landlord have a "duty to mitigate loss". This means that both parties need to keep any financial losses to a minimum.

The landlord should be informed, in writing, of the need to break the lease as soon as possible.

If a tenant on a fixed term lease wishes to leave before the end of the lease they are responsible for the rent until the end of the lease, or until a new person is found to take on a lease for the property. The landlord must take all reasonable steps to find a new tenant, this may include offering the property for similar rent and conditions as the current lease.

ADVERTISING FEES

It is important to understand that the vacating tenant is responsible for any fees and advertising.

An landlord **cannot** charge a break lease fee and any charges such as advertising must be clearly itemised. A landlord cannot financially profit from costs involved in breaking a lease.

A tenant may want to check that the property is being advertised sufficiently, and at the same rent and conditions.

REDUCING COSTS by FINDING A NEW TENANT

One way to mitigate losses on both sides is for the outgoing tenant to seek prospective tenants.

We suggest the landlord is provided with the details of four *suitable* potential tenants.

Follow up with the potential tenants and the landlord to find out if anyone has been accepted and if not, why not.

If the landlord has not accepted an application for any inequitable reasons, or if they will not give a reason, then they may not be taking reasonable steps to find a new tenant, and the vacating tenant may not be liable for further rent for the premises.

If the landlord rejects all of the applications provided by the current tenant, or if there is no news on a new tenant after 6 weeks, then call the Tenants' Union for advice.

FINDING A SUITABLE TENANT

To provide the landlord with a list of suitable prospective tenants, be sure they are asked a range of qualifying questions such as:

- Can they afford the rent and bond?
- Do they have bad debts? (the landlord may want to run a credit check).
- How many people would live in the property?
- Are they able to fulfil all of the specific lease requirements or conditions such as; pet clauses, smoking, gardening, etc.
- Do they have tenancy references?
- When will they be able to move in?

USEFUL CONTACTS

Tenants' Union of Tasmania (TUT)

166 Macquarie Street Hobart

☎6223 2641 or 1300 652 641

www.tutas.org.au

Housing Connect

☎1800 800 588

Residential Tenancy Commissioner

(Consumer Affairs & Fair Trading)

☎1300 654 499

Legal Aid Commission of Tasmania

☎1300 366 611

Anti Discrimination Commission

☎6224 4905 or 1300 305 062

TUT @ Launceston Community Legal Centre

☎1800 066 019

TUT @ North West Community Legal Centre

☎6424 8720