

Ending a Tenancy by Giving Notice

As a tenant you have rights and responsibilities under the *Residential Tenancies Act 1987* (the Act). This fact sheet explains the law in Western Australia about ending a tenancy and incorporates the changes made to the Act, which came into effect on 1 July 2013. Please note that while changes were made to the Act effective 1 July 2013, some of the old laws may still apply to you. If, for example, you entered into a lease prior to 1 July 2013, the old laws may still be valid. Accordingly we strongly encourage you to get appropriate legal/tenancy advice from your local tenancy service concerning the application of the new laws.

There are four main ways in which you, as a tenant, can end your tenancy:

In the Residential Tenancies Act the landlord is referred to as the lessor.

1. Giving a termination notice and moving out at the end of the tenancy (fixed or periodic). This fact sheet covers this situation.
2. Getting the lessor's consent to terminate (mutual agreement). See the '**Break Lease**' fact sheet.
3. Applying for, and getting, a termination order from the Magistrates Court. See the '**Break Lease**' or '**Maintenance and Repairs**' or '**Entry and Privacy**' fact sheets.
4. Breaking the agreement early (including abandoning the premises). See the '**Break Lease**' fact sheet.

If you are in a periodic agreement, or if you are near the end of a fixed term, ending the agreement should be a straightforward matter of giving a termination notice and moving out.

ENDING A PERIODIC TENANCY AGREEMENT

A periodic tenancy agreement is one that has no fixed end date. You can end a periodic tenancy agreement at any time without having to provide a reason, but you must give the lessor a minimum of **21 days' written notice**.

ENDING A FIXED TERM TENANCY AGREEMENT

A fixed term agreement is one that has a set end date and when you sign it, it is expected that you will stay until the end of the fixed term.

NOTE: A fixed term tenancy agreement does not automatically end on the expiry date. You or the lessor must give at least 30 days' written notice of termination to confirm the end of the tenancy.

The notice must state the date that you will move out of the property. That date cannot be earlier than the date of the expiry of the fixed term agreement. If you and the lessor nominate different dates, then the earlier date is the date that applies.

If neither party terminates the fixed term agreement, after the expiry date the fixed term agreement continues as a periodic tenancy agreement. If you want to end this, you will need to give at least 21 days' notice in writing (as above).

You must give at least 30 days' notice. If you give this notice in the last 30 days of your tenancy, it can extend the fixed term agreement to the end of the notice period. The lessor may be able to reduce this period by giving you a termination notice with an earlier vacant possession date, but the lessor must still give you at least 30 days.

If the lessor gives you a termination notice in the last 30 days of the agreement, this can extend your agreement to the end of notice period. However, you can move out any time from the original expiry date up to the date in the notice, and the tenancy will end on the day you move out. For example, if the lessor gives you 30 days' notice to terminate the tenancy two weeks before the end of your fixed term tenancy, and you still move out on the original expiry date, you are not liable for rent beyond the day when you have moved out.

If you are in a fixed term agreement, you cannot give a "no grounds termination notice" and terminate before the end of a fixed term like you can with a periodic tenancy.

WHAT ARE THE STEPS TO END YOUR TENANCY?

These steps explain how to end your tenancy if you are in a periodic lease or at the end of a fixed term tenancy. If you want to end your fixed term lease early, see our fact sheets on '**Break Lease**' and '**Maintenance and Repairs**'.

1. **Written notice:** You must give the lessor a written notice of termination which gives the correct period of notice. You can write a letter or use the Form 22: Notice of Termination from Tenant to Lessor which you can download from the Department of Commerce website.
www.commerce.wa.gov.au

2. **Vacating the property:** When leaving a tenancy you should leave the property in as near as possible the same condition as it was when you moved in, less fair wear and tear, otherwise the lessor can claim the cost of cleaning or carrying out repairs.

3. **Final Inspection:** Within 14 days of the tenancy ending, the lessor must inspect the property and complete a Property Condition Report (PCR).

You should make every effort to attend the final inspection with the lessor. The lessor must give you a reasonable opportunity to be present for the final inspection. If you are present you have an opportunity to explain any damage, and make agreements to fix issues, and thereby prevent any future dispute about the return of the bond money (see the "**Property Condition Reports**" fact sheet).

4. **Security bond:** After handing back the keys to the lessor you can then seek to get your bond back. Your bond money cannot be released until all parties agree and have signed the Joint Application for Disposal of Security Bond. See our "**Disposal of the Bond**" fact sheet for more information.
5. **Forwarding address:** You must give the lessor a forwarding address at the end of the tenancy agreement (it is an offence under the Act to not provide a forwarding address). If you do not and the lessor applies for the bond then the Court will proceed without hearing from you and most likely give the bond to the lessor.

WHAT DOES WRITTEN NOTICE MEAN?

The notice of termination must be in writing. You can either:

1. Write a letter to the lessor. The letter must be signed, and include the address of the rental property and the date you will be moving out; or
2. Use the Form 22: [Notice of Termination from Tenant to Lessor](#) which you can download from the Department of Commerce website www.commerce.wa.gov.au

You can deliver the termination notice personally or send it by post (it is a good idea to register post so that you have proof that you sent it). If you deliver the notice personally you can give it to the lessor, the lessor's property manager, the person or organisation that receives your rent or any person who appears to be over the age of 16 years living at the lessor's home. If you use the postal method, the lessor is deemed to have received it when it would have been delivered in the ordinary course of post.

In the metro area¹, you should allow at least three days for that, in addition to any weekends or public holidays, in calculating how much notice to give.

For example, if you want to give 21 days' notice to terminate a periodic tenancy, and you post the notice on Friday 3rd, and Monday is a Public Holiday, the notice would not arrive in the ordinary course of the post until Thursday 9th, and therefore you should allow until 30th of the month to give 21 days' notice.

If you personally deliver or post the notice the lessor is deemed to have received the notice. If you use another method such as email², and the lessor denies that they received your notice, you may have to prove that the lessor received the email, and that may be difficult, and you can't rely on the deeming provisions in the Residential Tenancies Act.

If there is more than one lessor the notice only has to be delivered to one of them. Keep a copy of the notice for yourself and keep a record of how and when you sent or delivered it.

RELEVANT FORMS

Form 22: [Notice of Termination from Tenant to Lessor](#)

¹ Longer times apply for deliveries in country areas and from interstate, and you must allow more time in these cases. See *Australian Postal (Performance Standards) Regulations 1998* (Cth) reg 6.

² The *Electronic Transactions Act 2011* (WA) sets out how emails are treated in legal transactions.

FURTHER HELP – TENANTS’ ADVICE AND ADVOCACY

Tenancy WA provides free, state wide telephone advice services and referrals.

Metro: (08) 9221 0088 • Country: 1800 621 888 (free call) • www.tenancywa.org.au

Department of Commerce 1300 304 054

METROPOLITAN COMMUNITY LEGAL CENTRES	REGIONAL COMMUNITY LEGAL CENTRES
Fremantle CLC (Western Suburbs) 9432 9790 www.fremantle.wa.gov.au	Albany CLC (Great Southern) 9842 8566 www.albanyclc.com.au
Gosnells CLC (South Eastern Suburbs) 9398 1455 www.gosclc.com.au	AccordWest (South West) 9729 9000 www.accordwest.com.au
MIDLAS (Eastern Suburbs) 9250 2123 www.midlas.org.au	Geraldton Resource Centre (Mid-West/Gascoyne) 9938 0600 www.grc.asn.au
Northern Suburbs CLC (Northern Suburbs) 9440 1663 www.nslc.org.au	Goldfields CLC (Goldfields) 9021 1888 www.gclc.com.au
SCALES (South Western Suburbs) 9550 0400 www.law.murdoch.edu.au/scales	Kimberley CLS (Kimberley) 9169 3100
Sussex Street CLS (South Central Suburbs) 6253 9500 www.sscls.asn.au	Peel CLS (Peel) 9581 4511 www.peelcls.com.au
Welfare Rights & Advocacy Service (North Central Suburbs) 9328 1751 www.wraswa.org.au	Pilbara CLC (Pilbara) Karratha - 9185 5899 Newman - 9175 0148 Roebourne - 9182 1169 South Hedland - 9140 1613 www.pcls.net.au
	Wheatbelt CLC (Wheatbelt) 9622 5200 www.wheatbeltclc.com.au

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