# Renting: moving out

What to do when you move out will depend on whether only some people want to leave, or everybody in the house wants to move out.

## Only some people want to leave

If a co-tenant or head tenant wants to leave they may [transfer their tenancy](https://www.tenants.org.au/factsheet-18-transfer-and-sub-letting) under the tenancy agreement or sub-let part of the premises to another person with the landlord’s written consent. If at least one original tenant on the tenancy agreement remains, the landlord must not unreasonably withhold consent.

If the landlord withholds consent, you can [apply to the tribunal](https://www.ncat.nsw.gov.au/Pages/cc/Divisions/Tenancy/tenancy.aspx) for an order that allows the transfer or sub-letting.

If a sub-tenant wants to leave they must give the head tenant either:

1. 21 days’ notice if they’re on a periodic lease, or
2. a 14-day termination notice before the end of a fixed- term agreement

The Tenant’s Union has more information on [other scenarios](http://tenants.org.au/factsheet-15-share-housing) where only some people want to leave and one or more want to stay.

## Everyone wants to leave

### Leaving during a periodic lease

If you want to vacate the premises when you’re on a periodic lease, you need to give **21 days’ notice**. In most cases, you give the landlord/agent a written termination notice and 'vacate' – move out and return the keys – according to your notice. You can vacate before the date in your termination notice but need to keep paying rent until the end of the notice period. [Find out more](http://tenants.org.au/factsheet-09-you-want-to-leave)

### Leaving during a fixed-term agreement

If you want to vacate the premises and end your fixed-term agreement early (other than for [certain legally specified reasons](https://www.tenants.org.au/factsheet-16-ending-tenancy-early)), you can transfer your tenancy to someone else, or break your tenancy agreement.

#### Transfer of tenancy

You can transfer the whole tenancy to another person if the landlord gives written consent. The landlord can withhold consent without having to give a reason. [Find out more](https://www.tenants.org.au/factsheet-18-transfer-and-sub-letting)

#### Breaking your tenancy agreement

Write to the landlord and give them as much notice as possible that you’ll be leaving. Try to get their written consent. If they don’t consent, you can still end your tenancy by moving out and returning the keys. **You’ll be liable to pay compensation to the landlord**. But, the amount you will need to pay the landlord will depend on when you entered into the tenancy agreement.

##### If you entered into your agreement before 23 March 2020

If your agreement has the **break fee** clause included under ‘additional terms’, you’ll need to pay 6 weeks rent if you leave during the first half of the agreement, and 4 weeks rent for leaving during the second half of the agreement. You should try to negotiate to pay a lesser amount. If no break fee is specified, you’ll need to negotiate with the landlord, but you may need to pay rent until they find new tenants and other costs such as advertising.

##### If you entered into your agreement on or after 23 March 2020

From 23 March 2020, all tenancy agreements **must** have a break fee clause with the amounts fixed. You’ll need to pay 4 weeks rent if you leave during the first quarter of the agreement, 3 weeks for leaving during the second quarter, 2 weeks in the third quarter, and 1 week in the last quarter.

For more information find ‘[breaking the agreement](https://www.tenants.org.au/factsheet-16-ending-tenancy-early)’ on this page from the Tenant’s Union website.

## Getting your bond back

The landlord/agent can only claim money from the bond in certain situations. At the end of the tenancy, you’re responsible for leaving the property in the same condition as at the start of the tenancy, except for fair wear and tear. If you’ve made any minor alterations, repairs or renovations to the property (with permission of the landlord) you can choose whether or not you want to remove any ‘fixtures’ you’ve installed, provided you repair or compensate the landlord for any damage caused by removing the fixture. You can’t remove any fixtures if the landlord paid for them.

### What is ‘fair wear and tear’?

This is deterioration that occurs due to exposure, time, or normal use, despite care and maintenance. So, for example, **you’re not liable for things like**:

* faded curtains/cords
* furniture indents on carpet
* scuffed wooden floors
* faded or cracked paint
* worn kitchen bench top
* loose hinges/door handles
* worn window tracks
* water stains from a leaking roof or bad plumbing
* or worn paint at a light switch

### What can they deduct from my bond?

**You’re liable for damage caused by intentional, irresponsible, or negligent actions**. Examples include:

* damage to paint caused by blu tack or sticky tape
* water stains caused by an overflowing bath or watering pot plants
* holes in walls left by picture hooks or shelves you installed and removed
* broken glass caused by you
* burns or cuts in a bench top
* an unapproved paint job or one that was approved but is of bad quality
* scratched/gouged floors
* stains/burn marks on a carpet
* missing or torn curtains

### How do I prove the condition of the place?

In case of any issues, remember to **keep your ingoing condition report** as well as any **dated photos that you took that show the condition of the place** when you moved in and when you moved out. Even if you didn’t check or complete the condition report or take any photos when you moved in, you should complete the condition report and take photos when you move out to use as evidence of how you left the place.

### Outgoing inspection

When you move out the landlord/agent must invite you to a final inspection where they’ll complete the outgoing condition report. You don’t need to attend but it’s a good idea to be there to make sure they’re completing it accurately. If you don’t attend you should still fill in the form yourself and send a copy to the landlord/agent.

### Claiming your bond

To claim the bond either you or the landlord/agent (or both of you if you agree) need to either:

1. Use the [Rental Bonds Online](https://www.fairtrading.nsw.gov.au/housing-and-property/renting/rental-bonds-online) website to claim your bond if it was lodged online.
2. If it wasn’t lodged online, complete and lodge a [‘Claim for Refund of Bond Money’ form](https://www.fairtrading.nsw.gov.au/__data/assets/pdf_file/0009/367749/Claim-for-Bond-Refund-form.pdf) with the [Rental Bond Board](https://www.fairtrading.nsw.gov.au/housing-and-property/renting/ending-a-tenancy/getting-your-bond-back).

If the landlord/agent asks you to sign the bond claim form and you don’t agree with the landlord/agent’s claim **do not sign it**. You’re not obliged to sign it under any circumstances. **Never** **sign a blank form** for the landlord/agent as they could lodge it and claim all the bond.

Even if you agree you damaged something, didn’t leave the place clean, or left owing rent, **always check the amounts the landlord/agent is claiming**, especially how much they say any damaged items are worth. Some goods, like carpet and paint, deteriorate over time, regardless of your actions. This means that even if you’ve damaged the carpet, the landlord/agent may not be able to claim the bond to replace it after its normal life.

More detailed information on bonds can be found by downloading: [The Bond Kit - How to Secure your Bond: A Guide for NSW Tenants](https://www.tenants.org.au/resource/bond-kit-how-secure-your-bond).

## Further assistance

If you need further assistance with any housing or tenancy matter, [contact us](https://supra.net.au/contact) for advice and assistance. If you already have an order from the Tribunal but your landlord/agent won’t pay you the money they owe you, [SUPRA Legal Service](https://supra.net.au/cpt_helps/legal-service/) can provide you with legal advice and assist you to enforce the Orders in the Local Court.

## Disclaimer

This information is current as at 23 March 2020 and is intended as a guide to the law as it applies to people who live in or are affected by the law as it applies in NSW. It does not constitute legal advice.

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