

Renting: moving out

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Understanding how to legally vacate your rental property depends on your living situation. You have different rights and responsibilities, depending on whether you are ending your tenancy agreement, being evicted, vacating a share house, or if a flatmate is moving out.

Ending a fixed-term agreement

To end a fixed term agreement, you must give a 14-day written termination notice. The termination date can be the last day of your fixed-term agreement, the end date stated on your lease agreement, or it can be up to 14 days after this date. 'Written' includes email or letter – you cannot text a termination notice.

Ending a periodic agreement

To end a periodic agreement, you must give 21-days' written notice. Make sure you vacate by the end date of your notice.

Breaking your tenancy agreement

Write to the agent or 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 early, but you'll have to pay a break fee. The fee you pay will depend on how far through your fixed-term agreement you are, and how long your original lease agreement was for.

For agreements of 3 years or less:

- if you have been in the tenancy for less than 25% of the fixed term: 4 weeks' rent

- if you have been in the tenancy for more than 25% but less than 50% of the fixed term: 3 weeks' rent
- if you have been in the tenancy for more than 50% but less than 75% of the fixed term: 2 weeks' rent
- if you have been in the tenancy for more than 75%: 1 week's rent.

If your fixed-term agreement was for more than 3 years, the landlord can seek compensation from the [NSW Civil and Administrative Tribunal \(NCAT\)](#), but they will need to show what steps they took to minimise their loss (for example advertising for a new tenant).

Terminating a tenancy agreement

If the landlord has breached your tenancy agreement and you have done everything you can to try and get them to fix the breach, you can give a 14-day termination notice. The notice must be in writing and say what the breach is.

For more information, read [Breaking the agreement](#) on the Tenants' Union website.

Leaving a share house

If only some people want to leave

If a co-tenant or head tenant wants to leave, they may [transfer their tenancy](#) 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 NSW Civil and Administrative Tribunal \(NCAT\)](#) 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](#) where only some people want to leave and one or more want to stay.

If everyone wants to leave – 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 about transferring a tenancy.](#)

Getting your bond back

Either party can claim the bond first. You don't need to wait for the landlord or agent to clear your bond or make a claim on it. If you don't owe any outstanding rent, haven't damaged the property, and left the property in a clean state of repair, you can claim the bond as soon as you have vacated and handed back the keys.

The landlord or 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 fixtures. 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. For example, you're not liable for things like:

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

Deductions from your 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 or gouged floors
- stains or burn marks on a carpet
- missing or torn curtains.

How to prove the condition of the property

In case of any issues, remember to keep your original condition report as well as any time-stamped photos or videos 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 or videos when you moved in, you should complete the condition report and take photos and a video when you move out, to use as evidence of how you left the property.

Outgoing inspection

When you move out the landlord or 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 or agent.

Claiming your bond

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

1. If your bond was lodged online, use the [Rental Bonds Online](#) website to claim your bond.
2. If it wasn't lodged online, complete and lodge a [Claim for Refund of Bond Money form](#) with [Fair Trading](#).

If the landlord or agent asks you to sign the bond claim form and you don't agree with their claim, do not sign it. You're not obliged to sign it under any circumstances. Never sign a blank form for the landlord or 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 or 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 or 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](#).

Further assistance

If you need further assistance with any housing or tenancy matter, [contact us](#).

If you already have an order from NCAT but your landlord or agent won't pay you the money they owe you, [SUPRA 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 June 2023 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.

Written by SUPRA Postgraduate Advocacy Service and SUPRA Legal Service June 2023