

BREAKING A LEASE - MOVING OUT EARLY

If the landlord/agent wants you to move out of the property, or you wish to move out before the lease has finished, there are some rules that must be followed.

What if the landlord wants to end the lease early?

The landlord cannot end a tenancy agreement during the fixed period unless you, as the tenant, have done the wrong thing under the agreement. For example, you have caused serious damage to the property or you have got behind on your rent. If you break the agreement then the landlord may get an official order to have you moved out of the property.

Breaking a fixed term lease

If you wish to leave the rented property before the end of a fixed term (e.g. 6 or 12 months) tenancy, you need to discuss the matter with the landlord as soon as possible.

The landlord may let you end the tenancy early. If they do, ask for it in writing. If the landlord doesn't agree to end the lease early, you may have to find another tenant to take over the lease.

If the landlord won't let you find someone else, you may have to pay the rent until a new tenant moves in or until the fixed term of the lease expires.

Don't just leave the house or you may have to pay the landlord for any loss, including rent they would have received. This could end up being a lot of money, and your name could be listed as a bad tenant, and you may find it hard to rent another place.

Hardship

If you are breaking the tenancy because you are having trouble paying the rent due to the loss of a job or illness, you can apply to the Local Court to end your tenancy early because of hardship.