

PRIVATE RENTERS: KNOW YOUR RIGHTS

How do I end my tenancy?

Applies to: England

May 2026

This factsheet sets out the following steps for ending your tenancy:

- Giving appropriate notice
- Moving out of a joint tenancy
- Leaving without notice
- Getting your deposit back
- Starting a new tenancy

Now, **ALL private tenants** are on **periodic tenancies**, also known as 'rolling' or 'indefinite' tenancies.

The Renters' Rights Act has removed all fixed-term assured shorthold tenancies. Your periodic tenancy will continue month to month, without a fixed end date. You can end it at **any** time by giving proper notice. The maximum notice your landlord can require is **two months**.

If you live with your landlord, it is unlikely that you have a tenancy. You don't have to give a set amount of notice (unless your agreement says otherwise). You can just agree on when you'll leave with your landlord.

Giving Notice

- You need to let your landlord know in advance if you want to end your tenancy - this is called giving notice. The maximum notice period is 2 months, and this period needs to end on the day the rent is normally due, or the day before. The landlord could agree to a shorter notice period but they don't have to.
- Giving notice properly means that you won't be liable to pay rent after a certain date, and the landlord won't be able to claim rent or bills like council tax beyond this date from your tenancy deposit.
- You should give notice in writing, clearly stating the date you'll be moving out and requesting acknowledgement. Also ask them to be at the property to take back the keys and request the return of your deposit.
- Your landlord can't specify how you serve notice. Email will often be enough, but if you want to post a letter you may wish to use recorded delivery. Keep a copy and any receipts in case you need them.
- If you change your mind, you will need your landlord to agree that you can stay in writing. Otherwise, they will be able to seek a possession order in court to force you to move out.

Check where your deposit is being protected, and that you have photos and emails to document pre-existing damage to the property, in case you need to dispute any claims your landlord makes on it.

Moving out of a joint tenancy?

- If you are on a joint tenancy, you can end the tenancy without the agreement of your housemates. Giving notice will end the tenancy for everyone else, so you should speak to your landlord if some housemates wish to stay.
- Your landlord can agree to amend the tenancy to allow a new tenant to replace you or sign a new tenancy agreement. Your landlord should agree to this as the alternative would be a costly search for new tenants.
- When you have found someone new to move in, your landlord will want to put the new housemate on to the tenancy agreement. Changing the name or other details on the contract is one of the few things they can still charge a fee for. They can charge a flat £50, or more if they can prove their costs.

Leaving without notice:

- If you leave the property without giving notice your tenancy won't have ended and you'll still have to pay your rent until you end your tenancy in the right way. You might also have to pay other bills - for example council tax, and a fee for not providing enough notice.
- Your landlord can get a court order to make you pay any rent you owe above what is held in the deposit. You'll usually have to pay the court costs as well as the rent you owe.

Getting your deposit back

Before moving out, there are several things you can do to avoid disputes over your deposit:

- Make sure you clean the property and leave it in the same condition as when you moved with all items returned to their original position.
- Return all keys
- Make good any damage or inform your landlord of this
- Inform your utility providers of your move out date and pay all outstanding household bills before moving out.
- Your landlord will arrange for a check out inspection when you leave. This may take place on the day you move out or shortly afterwards. Attend if you can so you can agree on the report and avoid disagreements later.

The landlord should inform you when they will return your deposit or if they wish to make deductions. If they do not, ask them. If they do not reply or you cannot agree deductions to the deposit after you move out, contact the deposit

protection scheme they used. This will start the process of getting the deposit returned to you, or the dispute resolution process if necessary.

Starting a new tenancy

If you are moving to another private rented home, you can make the process easier by:

- Gathering copies of your payslips or other evidence of your income
- Checking if your current landlord and employer can provide a reference
- Working out a budget and a checklist for what your next home needs to have. This will help you narrow down your search to suitable homes you can afford.
- If your gross income is not more than 2.5 times the rent, then the letting agent may ask you to provide details of a guarantor. This could be a friend or relative who would have to pay rent if you do not.

Be aware that landlords and letting agents must meet certain rules for new tenancies:

- They cannot ask for multiple months of rent as a condition of agreeing a new tenancy.
- Any written advert (online, in branch, on email, etc) must specify a rent, and the landlord or agent cannot accept a higher rent than this.
- They cannot discriminate against tenants who receive benefits or have children.
- They can ask for a holding deposit worth up to one week's rent when they consider your application for the tenancy and must return this unless you provide misleading information or withdraw your application without good reason.
- They must give you the option of paying a tenancy deposit of a maximum of five weeks' rent (for most tenancies). If you are offered a "no deposit option" for a smaller cost, be aware that this is not refundable and you could still have to pay costs at the end of the tenancy.
- They must give you a written agreement to sign and this cannot set an end date to the tenancy.