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## Topic 9 – Ending a lease and bond claims

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When renting a property, the tenant agrees to sign a lease for a 6 months or 12 months term.

If you decide to leave at the end of your lease term - you must give the agent or landlord 14 days notice in writing. Make sure the notice tells them the date you want to move out of the property. Keep a copy of the letter, and make a note of when it was sent or delivered.

### **What if you want to continue to rent the property?**

After your lease ends you may sign a new lease if you want to continue to rent the property, but you do not have to.

If you do not sign a new lease and you want to move out you must give the agent or landlord 21 days notice.

You must pay your rent until your notice ends.

### **What if you move out before the lease ends?**

You are breaking your lease agreement.

Let the agent or landlord know as soon as possible. You may have to continue paying rent until the agent or landlord finds a new tenant. They may also charge you for the extra costs to find a new tenant such as, rent, advertising and re-letting fee. But if your lease includes a 'break fee' you pay this amount instead.

The landlord must act to find a new tenant as soon as possible.

Sometimes you can end your lease early without paying the extra costs. For example:

- if you accept a social housing offer
- if you are moving into aged care

- if you have an Apprehended Violence Order (AVO) against someone living in the property
- if the landlord wants to sell the property and did not tell you when you signed the lease.

A lease can be ended at any time if the landlord and tenant both agree.

### **How do you get your bond money back?**

You should get your full bond money back if you leave the property in the same condition as when you moved in, and you don't owe any money to the landlord.

The agent or landlord will do a final inspection of the property after you move out. The condition report will be used to check for damages or if something needs cleaning.

Tenants are not responsible for damage caused through everyday use, such as worn out bench tops or carpets. If you left the property dirty or in bad condition you may not get your full bond money.

Get the agent or landlord to fill out a *Claim for refund of bond money* form and lodge it with Fair Trading yourself.

If you cannot agree with your agent or landlord, get some advice from the Tenants Advice and Advocacy Services (TAAS). Or you can apply to the Tribunal to make the decision.

For more information on tenants rights and responsibilities visit the Fair Trading website on [www.fairtrading.nsw.gov.au](http://www.fairtrading.nsw.gov.au) or phone 13 32 20.

If you need language assistance ring 13 14 50.