

### What's the correct amount of notice at the end of the tenancy?

If you or the lessor/agent want to end the tenancy, the correct amount of notice must be given to the other party and the correct form must be used or there could be a claim for compensation. Remember,

these are the minimum notice periods and parties can jointly agree to a longer time.

In most cases, if **you** decide to leave you must give notice, using a **Notice of Intention to Leave (Form 13)**. If the lessor/agent is asking you to leave, they must give you notice, using a **Notice to Leave (Form 12)**.

Reason for ending the agreement	Notice required
At the end of a fixed term agreement – ‘without grounds’ (no reason)	You, <b>the tenant</b> – must give at least <b>14 days notice</b> to the lessor before the agreement ends. <b>Lessor/agent</b> – at least <b>2 months</b> notice must be given to the tenant prior to the ending of the agreement.
Any time during a periodic agreement – ‘without grounds’ (no reason)	You must give the lessor/agent at least <b>14 days notice</b> ‘without grounds’ (no reason) under a periodic agreement. The lessor/agent must give you at least <b>2 months notice</b> ‘without grounds’ (no reason) under a periodic agreement.
You or the lessor/agent have not complied with a <b>Notice to Remedy Breach (Form 11)</b> within the allowed period and the breach is a breach of the agreement	You must give at least <b>7 days notice</b> of your intention to leave for an unremedied breach but there may be costs involved – refer to page 16 ‘What if the lessor/agent doesn’t fix the problem in the allowed time?’. The lessor/agent must give you at least <b>7 days notice</b> to leave for unremedied rent arrears and at least <b>14 days</b> for an unremedied general breach.
You or the lessor/agent have breached the agreement in the same way twice in a 1 year period, a <b>Notice to Remedy Breach (Form 11)</b> was issued each time, and the breach was remedied in the remedy period	If you or the lessor/agent breach the agreement in the same way for a third (or more) time in a 1 year period an application can be made directly to the Tribunal for a termination order to end the agreement (this is only for certain breaches). Time limits may apply.
There has been a Tribunal order	The notice will be determined by order of the Tribunal.
You or the lessor/agent have not complied with a Tribunal order	At least <b>7 days notice</b> is required for non-compliance with a Tribunal order.
Non-livability (for example, the premises have been destroyed, made partly or completely unfit to live in, or cannot be used lawfully as a residence any longer)	You <b>can</b> leave on the <b>same day</b> you give notice to leave for non-livability (this must be within <b>1 month</b> of the event). You <b>must</b> leave on the <b>same day</b> if the <b>lessor/agent</b> gives you notice to leave due to non-livability (this must be within <b>1 month</b> of the event). If you don’t leave after being given a <b>Notice to Leave (Form 12)</b> , the lessor/agent can apply directly to the Tribunal – refer to page 18 ‘What if I don’t leave after being given a <b>Notice to Leave (Form 12)</b> ?’.
For some other reason covered by law (such as excessive personal or financial hardship)	In certain circumstances, you or the lessor/agent can apply directly to the Tribunal for a termination order to end the agreement (refer to page 23 ‘Are there other circumstances that might end the agreement?’). The notice will be determined by order of the Tribunal.
The lessor has entered into a contract to sell the premises and the contract states the purchaser requires vacant possession of the premises (only applies to periodic agreements)	The lessor/agent is required to give you at least <b>4 weeks notice</b> (if vacant possession is a condition in the sale contract) when you are on a periodic agreement. If vacant possession is not a condition in the sale contract, the standard notice period for periodic agreements applies.
At any time if both the lessor/agent and tenant agree in writing	Anytime as agreed to by both parties.