

Giving notice to end a tenancy

How much notice do you have to give?

Answer these short questions to find out whether you can give notice to end your tenancy, and how much notice you need to give.

1. Are you a landlord or a tenant?

- Landlord
- Tenant

Ending a periodic tenancy

A landlord or tenant must give a minimum period of notice when ending a periodic tenancy.

The law also says that every notice to end a tenancy must:

- be in writing
- give the address of the tenancy
- give the date when the tenancy is to end
- be signed by the person giving the notice.

You cannot give notice to end a fixed-term tenancy early.

Notice periods

A **tenant** must give at least 21 days' written notice to end the tenancy, unless the landlord agrees to a shorter time (it's best for this agreement to be in writing).

A **landlord** must give at least 90 days' written notice to end the tenancy, but can give less time (at least 42 days' notice) in certain circumstances.

If a landlord gives the tenant notice to end the tenancy and the tenant wants to move out sooner, the tenant must still give the landlord 21 days' written notice.

If there are multiple tenants named on the tenancy agreement, and one or any of the tenants give the landlord notice to end the tenancy, this ends the tenancy for all of them.

[Serving notices \(http://mbie3.cwp.govt.nz/ending-a-tenancy/giving-notice-to-end-tenancy/serving-notices/\)](http://mbie3.cwp.govt.nz/ending-a-tenancy/giving-notice-to-end-tenancy/serving-notices/) has information about how to serve a notice and the timeframes you should allow for it to be delivered.

A landlord can give at least 42 days' written notice to end the tenancy if (and only if) one of the following apply:

- the property has been sold and the new buyer doesn't want tenants (ie the buyer wants 'vacant possession')
- the owner or a member of the owner's family is going to live in the property
- the property is normally used as employee accommodation and is needed again for that purpose (and the fact that this might happen was stated in the tenancy agreement).

The landlord's notice must also state one of the above circumstances as the reason for giving the notice. This reason must be genuine. If not, a tenant can challenge the notice through the Tenancy Tribunal.

Notice to end a tenancy can be given on any day of any week, to end the tenancy on any day of any week.

The day of the week that the tenancy ends on doesn't have to match the day of the week the tenancy began on, or the day of the week the rent is normally paid on.

Ending a service tenancy

If the tenancy is a service tenancy, the landlord or the tenant must give at least 14 days' written notice to end the tenancy if the tenant's employment has ended or either party has given notice to end the tenant's employment. This notice can't end the tenancy before the end date of the tenant's employment.

[Service tenancy \(http://mbie3.cwp.govt.nz/starting-a-tenancy/types-of-tenancies/service-tenancy/\)](http://mbie3.cwp.govt.nz/starting-a-tenancy/types-of-tenancies/service-tenancy/) has more about service tenancies, including what they are.

Should the tenant wish to end the tenancy before the tenant's employment comes to an end, they must give the standard notice required for ending a tenancy (see above).

A landlord can only give notice to end a service tenancy if the tenant's employment has been ended.

If the tenant's employment has ended (or the tenant is transferred with less than 14 days' notice) the landlord can end the service tenancy with less than 14 days' notice. This can only happen if:

- the landlord believes (on reasonable grounds) that the tenant will substantially damage the premises if the tenant is allowed to remain for 14 days
- the landlord's business needs to have a replacement employee appointed within less than 14 days and no suitable other accommodation is available for that employee during the 14 day period.

Death of a sole tenant

If there is only one tenant named on a Tenancy Agreement and they die (even under a fixed-term tenancy), the tenancy ends on the earliest of the following dates:

- 21 days after the tenant's personal representative or next of kin gives the landlord written notice of the death of the tenant
- 21 days after the landlord gives the tenant's personal representative or next of kin written notice to vacate the premises
- a date agreed in writing by the landlord with the tenant's personal representative or next of kin
- a date determined by the Tenancy Tribunal on an application made (which can be made without notice) by the landlord.

Where the tenant of a service tenancy dies leaving a dependent living in the premises, the landlord must give at least 14 days' notice to end the tenancy.

The [Residential Tenancies Act 1986](http://www.legislation.govt.nz/act/public/1986/0120/latest/DLM95516.html?search=ad_act%40bill%40regulation%40deemedreg_Residential+Tenancies+Act+1986___25_ac%40bc%40rc%40dc%40apub%40aloc%40apri%40api) (external link) (http://www.legislation.govt.nz/act/public/1986/0120/latest/DLM95516.html?search=ad_act%40bill%40regulation%40deemedreg_Residential+Tenancies+Act+1986___25_ac%40bc%40rc%40dc%40apub%40aloc%40apri%40api) the New Zealand Legislation website has more information about ending service tenancies if a tenant dies.

Tenant remaining in the property after the tenancy has ended

Sometimes a tenant doesn't move out of the property when the tenancy has ended. There could be a variety of reasons for this, some out of the tenant's control. The landlord should try to contact the tenant to find out why they haven't moved out.

Sometimes landlords and tenants agree to extend the tenancy a little longer if the tenant's having difficulty moving out in time. The landlord doesn't have to agree to this though. If the tenant remains in the tenancy without the agreement of the landlord it is an unlawful act.

If a tenant refuses to move out after the tenancy has ended, the landlord can apply to the Tenancy Tribunal for an order that returns possession of the premises to the landlord. If the landlord suffers financially as a result of the tenant refusing to move out, they can also ask the Tribunal to order the tenant to pay the landlord compensation.

[Tenancy Tribunal](http://mbie3.cwp.govt.nz/disputes/tribunal/) (<http://mbie3.cwp.govt.nz/disputes/tribunal/>) has more about the Tribunal and how to apply for an order.

If the tenant remains living at the property for more than 90 days after the tenancy has ended, it's deemed that the landlord has granted the tenant a new periodic tenancy. This means that the landlord would have to give the tenant a new notice to end the tenancy if they still want the tenant to move out.

Retaliatory notice

A 'retaliatory notice' is where a landlord gives a notice to a tenant to end a tenancy in retaliation for a tenant standing up for their rights.

It is an unlawful act for a landlord to issue a notice to end a tenancy in retaliation for any complaint made by a tenant relating to the tenancy. The Tenancy Tribunal can award exemplary damages of up to \$4,000 if a landlord does this.

If a landlord issues a retaliatory notice, the tenant can apply to the Tenancy Tribunal to have the notice set aside. The tenant has to make this application within 28 working days of receiving the notice.

For more information about ending a tenancy, [see our easy to follow guide](http://mbie3.cwp.govt.nz/ending-a-tenancy/what-to-know-when-a-tenancy-ends/). (<http://mbie3.cwp.govt.nz/ending-a-tenancy/what-to-know-when-a-tenancy-ends/>)