

Steps to terminate a lease agreement

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When notice is NOT required

▶ **Mutual Agreement:** A lease agreement or tenancy can be terminated by the landlord and tenant **mutually** agreeing to do so. In this case, even if there is a written lease agreement, a written notice is not necessary. The notice to end the lease can be conveyed verbally, or can be implied from the conduct of the parties.

▶ **Fixed Period:** (by effluxion of time) When both the tenant and landlord **have agreed in writing** (in a lease agreement) that the tenancy is for a specified time, e.g. 1st January 2002 to 30th June 2002. The landlord does not have to remind the tenant that he or she will have to vacate the dwelling at the agreed date because the lease is for a fixed period. At the end of the period, the lease comes to an end.

When notice IS required

▶ **Cancellation:** the landlord or tenant can cancel the lease when there is a major (material) breach, e.g. non-payment of rental; failure to allow the tenant free and undisturbed use and occupation of the premises.

▶ **By giving of Notice** -

1. The period of notice depends on the agreement between landlord and tenant.
2. If there is no agreement of such a notice, then the notice is determined according to law in two ways:
 - 2.1. In a written lease there should be a clause in the lease that states the period of the notice.
 - 2.2. If this clause is absent then the law has laid down the following: -
 - i) for a day-to-day lease, the period is one day - because the rent is paid daily.
 - ii) for a weekly lease the period is one week - because the rent is paid weekly.
 - iii) for a *monthly* lease -the period is one month - because rent is paid monthly.
 - iv) for a lease *longer* than one month - the period depends on the circumstances.