

Information for tenants wishing to end their tenancy.

This information leaflet is intended to help tenants with some common questions

How much notice do I have to give to end my tenancy?

- You must give at least 4 weeks clear notice ending on a Sunday (see clause 62 below)
- To discuss your situation please contact the office on 01942 489005 or email lettings@wigan.gov.uk

How do I end my tenancy?

- You need to complete a termination form. This can be done at the Wigan Life Centre or Leigh Life Centre or by downloading a form via our website and returning to lettings@wigan.gov.uk

Termination form:

<https://www.wigan.gov.uk/Docs/PDF/Resident/Housing/Council-homes/Your-Tenancy/Amendments/Termination-notice.docx>

- If you are unable to complete any of the above please contact us on 01942 489005 or via email lettings@wigan.gov.uk

What information will I be asked to provide when ending my tenancy?

- You will be required to provide us with the following information when you give notice to end your tenancy;

- Details of why you are leaving your tenancy
- Information as to where you are moving to
- Your signature on the declaration which will confirm your wish to end your tenancy when it is received by Wigan Council

Does everyone who lives in the property have to leave the property when the tenancy ends?

- Yes. As a tenant you have responsibilities when you end your tenancy. These are set out in clause 63 of your tenancy agreement (see below)

Will there be any costs involved in ending my tenancy?

- You will be liable to pay rent up to the tenancy termination date.
- There may also be other costs involved. Clause 64 of your tenancy agreement provides further information (see below)

How do I return the keys to the property when the tenancy ends?

- When your tenancy ends you have an obligation under the terms of your tenancy agreement to return keys as well as any security fob(s) and/or parking permits (if applicable). Clauses 65-67 of your tenancy agreement set out what these obligations are (see below).
- All keys and fobs should be posted through your letter box once the property has been made secure. You must notify Wigan council that you have left the property and posted the keys through your letter box. You can do this by ringing 01942 489005 or via email lettings@wigan.gov.uk

Failure to advise Wigan Council of the above will result in rent accruing and termination date being delayed.

- In certain circumstances Wigan Council may decide in their discretion to agree with you a different time, date and/or place for you to return the keys than that set out in the tenancy agreement. In that event the alternative agreed arrangements will be recorded on the notice to terminate tenancy form which you sign and which is also signed by a representative of Wigan Council.

What if I have any other questions relating to termination of a tenancy with Wigan Council?

- If you have further questions relating to the termination of a Wigan Council tenancy please contact us on 01942 489005 or via email lettings@wigan.gov.uk

Terms & Conditions of Wigan Council Tenancy Agreement

A tenant (or tenants) may end their tenancy with Wigan Council in the way set out in clauses 62-67 of the Wigan Council tenancy agreement.

Clauses 62-67 of the Wigan Council tenancy agreement provide as follows:

Ending the Tenancy

62. The Tenant may end the tenancy by giving the Council at least four weeks clear notice ending on a Sunday.

63. At the end of the tenancy the Tenant must deliver up the property to the Council with vacant possession, clear of personal possessions and/or rubbish, in clean condition and in repair in accordance with the obligations in clause 39 above [clause 39 reads: "The Tenant must keep the property in repair (fair wear and tear excepted). The Tenant need not carry out repairs for which the Council is liable"]

64. The Tenant will be responsible for all reasonable costs incurred by the Council in consequence of: a. *the need to repair and/or clean the property and/or tidy the garden or yard area and remedy any damage in consequence of any breach of the terms of this Agreement*

b. the Council having to remove any furniture, personal possessions and/or rubbish left at the property (whether inside the property or outside or in any outbuilding or shed) or in any Communal Area or Communal Garden Area in consequence of any breach of the terms of this Agreement

c. the Council having to make good any damage caused in consequence of the Tenant removing fixtures which the Tenant installed at the property during the Tenancy

65. Within 24 hours of the end of the tenancy the Tenant must provide to the Council all keys and security fobs to the property (as applicable) along with written confirmation of the Tenant's new address in the manner described in clause 66 of this Agreement. If the Tenant fails to comply with the obligations relating to keys or security fobs (if applicable) then the Council shall be entitled (in addition or in the alternative to any other rights and remedies) to charge the Tenant for the Council's costs of securing the property by arranging a lock change or lock changes and/or obtaining replacement security fobs.

Service of Notices on the Council

66. This clause gives the Tenant notice under Section 48 of the Landlord and Tenant Act 1987 that any written notice served by the Tenant on the Council (including notices in legal proceedings) must be hand delivered to or posted to Wigan Council, PO Box 48, Wigan, WN3 4WY or any replacement address that we give you written notice of from time to time

67. The Tenant must retain proof of receipt (in the case of hand delivery) or posting for use in the event of any dispute arising as to service pursuant to clause 66.