



**Commercial Lease
Specialists**

INFORMATION SHEET

At the End of a Lease

Legally Binding Documents

Reasonable Fixed Fees

Documents in 48 hours

Free Advisory Service

Rent Review Reminders

Extensions and Transfers

What does a landlord or their agent have to do at the end of a Lease to end it lawfully?

The short answer is nothing!

There is obviously a lot of misinformation and confusion out there because we are constantly hearing comments such as “do I have to give the tenant notice?” and “how can I get them to leave?” etc.

Firstly, it is very important to note that we are only talking about premises that are not classified as in a retail shopping centre.

One of the fundamental tenants of a lease is that it grants the tenant the right to occupy a premises for a specific period of time. Once that time is up the tenant no longer has any right to be in the premises. No notice is required to be given or anything (subject to rights to renew). So in a perfect world they would vacate prior to the lease ending, hand you back the keys and say thankyou very much.

Unfortunately, this often does not happen so we provide in our leases that if the tenant remain in the premises after the lease has ended they become a monthly tenant and at any time you (or they) can give a months' notice and end the tenancy.

Again, once a tenancy has ended the tenant has no right to be in the premises and should vacate.

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