Deed of Surrender of Tenancy

FOR LANDLORDS AND TENANTS IN ENGLAND

Use this deed when a landlord and tenant agree to end an assured periodic tenancy in England early. It is signed and delivered at the handover, on the day the tenant returns the keys and leaves, and the surrender takes effect immediately.

How to use: complete every field, tick whether each optional clause applies, then have every landlord and every tenant sign in front of an independent adult witness at the handover. Read the notes at the end before anyone signs.

DATE OF THIS DEED — *The day of the handover, when the last party signs.*

TIME OF DELIVERY — *The time the last party signs. Never a later time.*

PROPERTY ADDRESS — *Full address including postcode (the Property).*

Parties

Where a party is more than one person, their obligations under this deed are joint and several.

LANDLORD NAME(S) — *Every landlord. If the property is jointly owned, all joint landlords must be named and sign.*

LANDLORD ADDRESS

TENANT NAME(S) — *Every tenant named on the tenancy agreement, spelled exactly as on the agreement.*

GUARANTOR (OPTIONAL) — *Full name and address. Leave blank if there is no guarantor.*

Background

A. Under a tenancy agreement dated as below (the **Tenancy Agreement**), the Landlord let the Property to the Tenant.

B. The tenancy created by the Tenancy Agreement, including any periodic tenancy that has arisen under it, is referred to as the **Tenancy**.

C. The Tenant wishes to surrender the Tenancy. The Landlord has agreed to accept the surrender on the terms of this deed.

TENANCY AGREEMENT DATE

MONTHLY RENT (£)

1. Surrender

1.1 The Tenant surrenders the Tenancy to the Landlord, and the Landlord accepts the surrender, with immediate effect on delivery of this deed, on the date and at the time of delivery recorded at the top of this deed (the **Surrender Date**).

1.2 The Tenancy ends on the Surrender Date.

2. Vacant possession and keys

2.1 On the Surrender Date the Tenant gives vacant possession of the Property to the Landlord, and confirms that they have: left the Property, and nobody else is living there; removed all of their belongings; returned all keys, fobs, access cards

and remote controls, as listed in the Schedule; and left the Property in the condition and cleanliness recorded at check-in, allowing for fair wear and tear. The Tenant is not responsible for defects that existed at check-in.

3. Rent and other payments

3.1 Rent is payable up to and including the Surrender Date. Rent for a part period is calculated at the daily rate below. The final rent due is shown below.

3.2 If the Tenant has paid rent for any period after the Surrender Date, the Landlord agrees to refund it within the number of days shown below.

3.3 Liability for council tax and utility bills is decided by council tax law and the supply contracts, not by this deed. Both parties will record meter readings on the Surrender Date in the Schedule. The Tenant will tell the suppliers and the council that they have moved out.

DAILY RATE (£) _____ *e.g. monthly rent x 12 / 365*

FINAL RENT DUE (£) _____

FINAL RENT PAID / DUE BY _____

REFUND WITHIN (DAYS) _____ *e.g. 14. An agreed deadline, not a legal one.*

4. Deposit

4.1 The Tenant paid the deposit shown below, protected with the scheme shown below.

4.2 The parties have agreed the deductions shown below (write "None" if there are none).

4.3 The deposit, less any agreed deductions, will be returned within 10 days of the parties agreeing the amount. Any amount that is not agreed can be referred to the scheme's dispute resolution service, if both parties agree to use it, or decided by a court.

DEPOSIT (£) _____

SCHEME _____

SCHEME REFERENCE _____

AGREED DEDUCTIONS

List each deduction and its amount, or write None.

5. Payment to the Tenant (optional)

5.1 If this clause applies, the Landlord will pay the Tenant the amount below within the number of days shown after the Tenant has given vacant possession and returned all keys under clause 2.

Clause 5 applies:

☐ Yes ☐ No

PAYMENT TO TENANT (£) _____

PAID WITHIN (DAYS) _____

6. Release

6.1 The surrender ends future obligations under the Tenancy Agreement, without affecting the rights and liabilities preserved by clause 6.2 or obligations under this deed.

6.2 This deed does not release or settle any rights or liabilities that arose on or before the Surrender Date. These include unpaid rent, damage beyond fair wear and tear, and the deposit process under clause 4. The only exception is anything listed in clause 6.3.

6.3 (Optional) If this clause applies, the parties agree to settle or waive only the claims described below. Nothing else is settled or waived.

Clause 6.3 applies:

☐ Yes ☐ No

CLAIMS SETTLED OR WAIVED

Describe each claim exactly, e.g. The Landlord waives rent arrears of £[amount] for [period].

7. Guarantor (optional)

7.1 If this clause applies, the Guarantor is not liable for any obligations arising after the Surrender Date. The guarantee continues to cover the rights and liabilities preserved by clause 6.2, subject to any settlement in clause 6.3 and to the terms of the guarantee itself.

Clause 7 applies:

☐ Yes ☐ No

8. Belongings left behind

8.1 The Tenant must remove all belongings by the Surrender Date. If anything is left behind, the Landlord will deal with it in line with the Torts (Interference with Goods) Act 1977, including giving any notice the Act requires, before selling or disposing of it. The Landlord will account to the Tenant for any sale proceeds, less any costs of sale the Act allows.

9. Tenant's confirmation

9.1 The Tenant confirms that they are entering into this deed freely, that they have not been pressured or misled into signing it, and that they have had the chance to get independent advice.

10. Forwarding address

10.1 The Tenant's forwarding address for all notices and correspondence is shown below.

FORWARDING ADDRESS

11. General

11.1 This deed is governed by the law of England and Wales.

11.2 This deed may be signed in counterparts. Each signed copy is an original, and together they form one deed.

11.3 This document is signed as a deed. The parties intend to be bound by it, and it is delivered on the date written at the top.

Signatures

Each signature must be witnessed and attested. One independent adult, who is not a party to this deed, can witness everyone, as long as they watch each person sign. Add further copies of a signature block for any extra party.

Signed as a deed by the Landlord

LANDLORD NAME _____ SIGNATURE _____

in the presence of:

WITNESS NAME _____ WITNESS SIGNATURE _____

WITNESS ADDRESS _____

WITNESS OCCUPATION _____

Signed as a deed by the second Landlord (if any)

LANDLORD NAME _____ SIGNATURE _____

in the presence of:

WITNESS NAME _____ WITNESS SIGNATURE _____

WITNESS ADDRESS _____

WITNESS OCCUPATION _____

Executed as a deed by a company Landlord (if any)

Use this block instead of the Landlord blocks above if the Landlord is a limited company signing by one director in front of a witness. A company signing by two authorised signatories (two directors, or a director and the company secretary) needs an adapted block.

COMPANY NAME _____ COMPANY NUMBER _____

DIRECTOR NAME _____ DIRECTOR SIGNATURE _____

acting by the director named above, in the presence of:

WITNESS NAME _____ WITNESS SIGNATURE _____

WITNESS ADDRESS _____

WITNESS OCCUPATION _____

Signed as a deed by the Tenant

TENANT NAME _____ SIGNATURE _____

in the presence of:

WITNESS NAME _____ WITNESS SIGNATURE _____

WITNESS ADDRESS _____

WITNESS OCCUPATION _____

Signed as a deed by the second Tenant (if any)

TENANT NAME _____ SIGNATURE _____

in the presence of:

WITNESS NAME _____ WITNESS SIGNATURE _____

WITNESS ADDRESS _____

WITNESS OCCUPATION _____

Signed as a deed by the third Tenant (if any)

TENANT NAME _____ SIGNATURE _____

in the presence of:

WITNESS NAME _____ WITNESS SIGNATURE _____

WITNESS ADDRESS _____

WITNESS OCCUPATION _____

Signed as a deed by the Guarantor (if clause 7 applies)

GUARANTOR NAME _____ SIGNATURE _____

in the presence of:

WITNESS NAME _____ WITNESS SIGNATURE _____

WITNESS ADDRESS _____

WITNESS OCCUPATION _____

Schedule: handover record

KEYS RETURNED _____
Number and type, e.g. 2 front door, 1 back door, 1 window key.

FOBS, CARDS, REMOTES _____

ELECTRICITY READING _____ GAS READING _____

WATER READING _____ READINGS TAKEN ON _____

CHECK-OUT COMPLETED _____
Yes or no, date, and who carried it out.

LEGAL NOTES

Only use it when the tenancy is genuinely ending: A surrender must be the tenant's free choice. Never make it a condition of a tenancy or ask a tenant to sign one at the start. Harassment or unlawful eviction can be criminal offences under the Protection from Eviction Act 1977. Do not pressure or mislead a tenant into signing. Encourage the tenant to get independent advice from Shelter, Citizens Advice or a solicitor.

You may not need a deed at all: Tenants normally need to give at least two months' written notice, unless the landlord agrees a shorter period in writing. Notice normally needs to end on a rent day or the day before. A deed isn't needed where valid notice ends the tenancy. It is most useful when you want the end of the tenancy, keys, deposit and any payment recorded in one signed document.

Every landlord and every tenant signs, and every tenant leaves: A joint tenancy can only be surrendered if all the joint tenants agree, and all joint landlords must sign. This template assumes every tenant moves out. If some tenants are staying, take legal advice. Surrendering the main tenancy does not automatically end a lawful sub-tenancy.

Sign it properly as a deed, at the handover: Each signature must be witnessed by an independent adult who is physically present. A limited company landlord signs under section 44 of the Companies Act 2006, using the company block or an adapted one. A letting agent can only sign for the landlord with authority given by deed, such as a power of attorney. This template doesn't cover agreeing now to surrender on a later date.

After signing: Do the check-out against the check-in inventory and return the deposit within 10 days of agreeing the amount. Don't accept rent for any period after the Surrender Date. If someone is still living in the property, don't change the locks or remove belongings: you will need a court order for possession.

SCOPE

This deed is for assured periodic tenancies of private rented homes in England under the Housing Act 1988, as amended by the Renters' Rights Act 2025. It is not for Wales, Scotland or Northern Ireland, lodgers, licences, social housing, commercial leases, or changes of joint tenants where some tenants stay on.

DATA PROTECTION

This deed records personal data about the landlord, tenant(s), guarantor and witnesses. Handle it in line with UK GDPR: keep it secure, share it only with the parties and those who need it, and keep it only as long as you need it for your tenancy records.

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