

Deed of Surrender

Use: ending a tenancy by mutual agreement | Document: LS-E-055 v1.0

SURRENDER BY DEED

A surrender ends a tenancy early by mutual agreement between landlord and tenant. To be certain and binding it should be made by deed (signed, witnessed and delivered). It releases both parties from future obligations from the surrender date, but not from anything already owed (such as rent arrears or damage).

This deed of surrender

Date of this deed: _____

Landlord(s): _____

Tenant(s): _____

Property: _____

The tenancy (date of the tenancy agreement being surrendered): _____

Surrender date (when the tenancy ends): _____

Agreed terms

- The tenant surrenders the tenancy and gives the landlord vacant possession of the property on the surrender date, returning all keys.
- From the surrender date, the landlord and tenant each release the other from their future obligations under the tenancy.
- This does not affect any rights or liabilities that have already arisen, including rent owed up to the surrender date and any liability for damage beyond fair wear and tear.
- The tenancy deposit will be returned to the tenant within the scheme's normal timescales, less any agreed or justified deductions.

Any other agreed terms: _____

Execution as a deed

Executed and delivered as a deed.

Landlord signature: _____ Date: _____

In the presence of (witness name, address): _____

Witness signature: _____ Date: _____

Tenant signature: _____ Date: _____

In the presence of (witness name, address): _____

Witness signature: _____ Date: _____

SOURCE

Surrender by deed under the general law of England & Wales. For a Welsh occupation contract, ending by agreement should also reflect the Renting Homes (Wales) Act 2016. Self-help template by LetSafe UK.

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