

Rent and conditions for termination of the rent

Question

My tenancy agreement expires in July. It states in the agreement: "IF EITHER OF THE CONCERNED PARTIES WISHES TO TERMINATE THIS CONTRACT HE MUST INFORM THE OTHER PARTY BY REGISTERED LETTER THREE MONTHS BEFORE THE FIXED DATE OF TERMINATION". In my opinion it means: if I want to terminate the agreement, then I shall give a notice, pay for three months and after I'm free. The owner does not agree, he threatens me about the courts, black lists and so on. The arguing is because he thinks that "fixed date of termination" is the date of expiration of the agreement i.e. July. Thus, it turns out that if I had not informed him in April, the agreement can not be cancelled and then I must pay him, although I can not live there. I don't mind to leave the deposit and even to pay for three months of the agreement. But he wants the deposit plus 6 months rent. Who is right in our case?

Answer

An agreement should reveal what was the intention of the parties upon the date of the conclusion of the agreement between them (i.e. upon signing). Since your agreement states that a notice must be provided if in case you wish to leave your property then that notice has to be provided to the other party prior to the time stated, which in your case is 3 months. Since you did not provide the said notice as provided in your Tenancy Agreement, then you have to verify whether your tenancy agreement is automatically renewed. It is also important to note that your Tenancy Agreement should also refer to the cases where you wish to leave the property and terminate the rental agreement at any time of the period rental, and what happens in such situations. In any case, all the rents need to be settled until the day that the notice covers, i.e. three months. However, the deposit must be returned back to you in case no damages were caused to the property due to your fault. The deposit is only paid to safeguard the condition of the rented property and it is not calculated as a rent, unless otherwise agreed between the Landlord and the Tenant. The most important for you it is to verify, whether you are a Tenant according to a Tenancy Agreement, i.e. whether it is automatically renewed, or whether you obtain Rights just by continuing staying in the rented property. In the first case, your situation will be governed by Contracts Law, whereas in the second case, your situation will be governed by the Rent Law of Cyprus. Moreover, the payment of 6 months' rent in advance seems to be fairly unreasonable unless such a payment is covered by your Tenancy Agreement.