DEED OF SURRENDER

Assured periodic tenancy of a home in England

THIS DEED OF SURRENDER is made on [date]

BETWEEN

(1) [landlord name and address] (“the Landlord”); and

(2) [tenant name(s) and address] (“the Tenant”).

1. The Tenant holds the property at [full address] under an assured periodic tenancy that began on [date] (“the Tenancy”).

2. The Landlord and the Tenant agree that the Tenancy shall end and be surrendered on [surrender date] (“the Surrender Date”).

3. On or before the Surrender Date the Tenant shall give vacant possession, remove all belongings, leave the property in the agreed condition, and return all keys and security devices.

4. Rent is payable up to and including the Surrender Date. No rent is payable thereafter. [Record any agreed arrears here.]

5. The deposit of £[amount], protected in [scheme], shall be returned to the Tenant within [number, no more than 10] days of the Surrender Date, less the agreed deductions of [list], if any.

6. From the Surrender Date each party releases the other from all obligations and claims under the Tenancy, save for any matter expressly recorded in this Deed.

7. This document is executed as a Deed.

Signed as a deed by the Landlord in the presence of a witness:

Landlord’s signature _____

Landlord’s full name _____

Date _____

Witness’s signature _____

Witness’s full name _____

Witness’s address _____

_____

Signed as a deed by the Tenant in the presence of a witness:

Tenant's signature _____

Tenant's full name _____

Date _____

Witness's signature _____

Witness's full name _____

Witness's address _____

_____

Signed as a deed by the Tenant in the presence of a witness:

[Second joint tenant. Strike this block through if there is only one tenant. For more than two, use the Word version and add a block for each.]

Tenant's signature _____

Tenant's full name _____

Date _____

Witness's signature _____

Witness's full name _____

Witness's address _____

_____

Notes on using this template

These notes are not part of the deed. Leave this page out when the deed is signed.

1. This is the template set out in the Tenancy Pilot guide to deeds of surrender, which explains each clause and the mistakes to avoid: https://tenancypilot.co.uk/guides/deed-of-surrender-template-for-england-what-it-must-include-in/
2. It is written for an assured periodic tenancy of a home in England, ended by agreement between the landlord and the tenant. A landlord cannot force a tenant to sign it.
3. Replace everything in square brackets (the Word version from the guide can be typed into). The surrender date must be a specific calendar date, not “when the tenant moves out”.
4. Clause 4: if there are arrears, say how they are dealt with (settled from the deposit, waived, or paid by a stated date). If there are none, delete the bracketed sentence.
5. Clause 5: give the amount held, the scheme, a figure for each agreed deduction and a repayment period of no more than 10 days. If nothing is being deducted, delete the words about deductions.
6. Clause 6: the release covers everything except what the deed itself records. If arrears or damage are to stay outstanding, record them in the deed so the release does not waive them by accident.
7. If money or anything of value passes either way to secure the surrender (a payment, a rent waiver or removal costs), add a clause recording the amount, who pays whom and by when.
8. Every joint tenant and every joint landlord must sign. A surrender by only one of several joint tenants is generally ineffective.
9. Each person signs in front of an independent witness, who also signs and prints their name and address.
10. If a letting agent signs for the landlord, the deed should record their authority to do so.
11. This template is general information about the law in England as in force on 9 November 2026, not legal advice. Have the completed deed reviewed by a qualified solicitor before relying on it.