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Termination by Landlord — Eigenbedarf, Notice Periods & Right to Object

When can a landlord terminate a lease? Eigenbedarf termination, notice periods based on tenancy duration, and your right to object.

Deutsche Begriffe: Kündigung | Eigenbedarf | Kündigungsfrist | Widerspruch | Mieterschutz | Vermieter

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Tenant Protection in Germany — Strong Rights

In Germany, tenants enjoy very strong **statutory protection against termination**. A landlord can terminate a lease **only for a legally recognized reason** — and must comply with strict notice periods.

Permitted Grounds for Termination

A landlord may only terminate if:

1. Eigenbedarf — the landlord needs the apartment for themselves, family members, or members of their household

2. Material breach of obligations by the tenant — e.g., consistently late rent payments, serious contract violations, disturbance of domestic peace

3. Termination for conversion — the landlord would suffer significant economic harm by continuing the tenancy (very rare case)

Important: "I want to renovate the apartment" or "I want to increase the rent" is **not** a permissible ground for termination.

Notice Periods — Dependent on Tenancy Duration

Tenancy Duration	Notice Period
Up to 5 years	**3 months**
5 to 8 years	**6 months**
Over 8 years	**9 months**

The termination must be **in writing** (letter, not email!) and must **specifically state the reason**. A termination without or with insufficient justification is **void**.

Eigenbedarf Termination — Most Common Case

For an Eigenbedarf termination, the landlord must specify:

• **Which person** needs the apartment

• **Why** the apartment is needed

• Whether **another vacant apartment** would be available in the same building (duty to offer)

False Eigenbedarf is punishable and can lead to **damages** (moving costs, rent difference, etc.).

Your Right to Object (Social Clause § 574 BGB)

Even with a lawful termination, you can **file an objection** if moving would cause you **particular hardship**:

• Advanced age or serious illness

• Pregnancy

• Unable to find suitable replacement housing

• School-age children (school change mid-year)

• Long tenancy period and strong ties to the property

The objection must be submitted **at least 2 months before the notice period expires** in writing to the landlord.

What to Do Upon Termination

1. Stay calm — termination does not mean immediate eviction

2. Have the termination reviewed — by a tenant association or attorney

3. Note the deadlines — do not miss the objection deadline

4. Join a tenant association (approx. €60–90/year) — legal advice and representation included

5. If in doubt: **Do not move out hastily** — without an eviction judgment, no one can force you out