

South Australia

# **Residential Tenancies (Miscellaneous) Amendment Regulations 2024**

under the *Residential Tenancies Act 1995*

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## Part 1—Preliminary

### 1—Short title

These regulations may be cited as the *Residential Tenancies (Miscellaneous) Amendment Regulations 2024*.

### 2—Commencement

These regulations come into operation on the day on which section 3 of the *Residential Tenancies (Miscellaneous) Amendment Act 2023* comes into operation.

## Part 2—Amendment of *Residential Tenancies Regulations 2010*

### 3—Amendment of regulation 4—Provision of inspection sheets by landlord

Regulation 4, penalty provision—delete the penalty provision and substitute:  
Maximum penalty: \$5 000.

### 4—Insertion of regulation 4A

After regulation 4 insert:

#### 4A—Drug related conduct (section 3 of Act)

- (1) For the purposes of the definition of *drug related conduct* in section 3(1) of the Act, the manufacture, or the smoking, consumption or administration, of a controlled drug is prescribed.
- (2) In this regulation—  
*manufacture* has the same meaning as in the *Controlled Substances Act 1984*.

### 5—Insertion of regulations 6A to 6C

After regulation 6 insert:

#### 6A—Advertising premises—prescribed information and material facts (section 47C of Act)

- (1) For the purposes of section 47C(1) of the Act, if the landlord intends to sell the premises within 2 months after the date on which the residential tenancy agreement is to be entered into, that information is prescribed.

- (2) For the purposes of section 47C(2) of the Act, if the landlord intends to sell the premises within 2 months after the date on which the residential tenancy agreement is to be entered into, that fact is prescribed.

**6B—Information relating to supply of certain electricity  
(section 48(1)(ea) of Act)**

For the purposes of section 48(1)(ea) of the Act, the following information is prescribed:

- (a) information about the nature, benefits and potential consequences of participating in an embedded network generally;
- (b) the details of the retailer for the embedded network, including electricity tariffs that apply and the retailer's contact information, ABN and website address;
- (c) information about metering arrangements in relation to, and potential costs of, participating in the embedded network;
- (d) the cost apportionments per kilowatt hour for any bundled utilities arising from participating in the embedded network.

**6C—Residential tenancy agreements—prescribed requirements  
(section 49 of Act)**

For the purposes of section 49(1)(d) of the Act, a residential tenancy agreement must require the tenant to acknowledge receipt of the written guide contemplated by section 49(3) of the Act.

**6—Amendment of regulation 9—Transmission of bond to Commissioner  
(sections 62 and 105L of Act)**

- (1) Regulation 9, heading—after "Commissioner" insert:

etc
- (2) Regulation 9—after its present contents (now to be designated subregulation (1)) insert:
  - (2) For the purposes of sections 62(3) and 105L(3) of the Act, the Commissioner must—
    - (a) notify—
      - (i) in the case of a notification made under section 62(3) of the Act—the landlord or the landlord's agent; or
      - (ii) in the case of a notification made under section 105L(3) of the Act—the proprietor or the proprietor's agent,

of receipt of the amount; and

  - (b) include in such a notification the following information:

- (i) the amount received;
  - (ii) the date on which the amount was received;
  - (iii) the name of the person from whom the amount was received;
  - (iv) the address of the premises or rooming house (as the case requires) in respect of which the amount was received,
- so far as the information may be known by the Commissioner.
- (3) For the purposes of sections 62(4) and 105L(4) of the Act, if the Commissioner refunds an amount received apparently by way of a bond, the Commissioner must—
- (a) refund the amount to the person from whom it was received; and
  - (b) —
    - (i) if the amount was paid apparently in respect of a particular premises—notify the landlord of the premises, or the landlord's agent, of the refund; or
    - (ii) if the amount was paid apparently in respect of a particular rooming house—notify the proprietor of the rooming house, or the proprietor's agent, of the refund.

**7—Amendment of regulation 10—Bond—third party payments and guarantees (sections 63 and 105M of Act)**

- (1) Regulation 10, heading—before "third" insert:  
prescribed periods,
- (2) Regulation 10—before subregulation (1) insert:
- (a1) For the purposes of sections 63(4), (5), (7)(d)(ii)(A) and (9)(d)(i) and 105M(4), (5), (8)(d)(ii)(A) and (10)(d)(i) of the Act, the period of 14 days is prescribed.
- (3) Regulation 10—after subregulation (3) insert:
- (4) For the purposes of sections 63(16)(a) and 105M(15)(a) of the Act, the period of 14 days is prescribed.

## 8—Insertion of regulations 10A and 10B

After regulation 10 insert:

### **10A—Altering locks for premises—relevant orders and protected persons (section 66A of Act)**

- (1) For the purposes of section 66A(1)(a) of the Act, the following kinds of orders are prescribed:
  - (a) an intervention order under the *Intervention Orders (Prevention of Abuse) Act 2009*;
  - (b) a non-local DVO within the meaning of Part 3A of the *Intervention Orders (Prevention of Abuse) Act 2009*.
- (2) For the purposes of section 66A(1)(b) of the Act, a person for whose protection or benefit a relevant order is made is prescribed.

### **10B—Testing and remediation in relation to drug contamination (section 67B of Act)**

- (1) For the purposes of section 67B(2) of the Act, testing of premises for contamination must comply with the following requirements:
  - (a) testing must be conducted by a qualified assessor;
  - (b) testing must be conducted in accordance with the *Guidelines for Environment Investigations, Remediation and Validation of former Clandestine Drug Laboratory Sites* prepared by the Commonwealth Attorney General's Department and Australian Crime Commission and published on the Commonwealth Attorney General's Department website, in force from time to time.
- (2) A qualified assessor who conducts testing in accordance with subregulation (1) must provide a written report to the landlord that contains—
  - (a) the results of the testing; and
  - (b) recommendations for remediation of the contamination.
- (3) In this regulation—

**qualified assessor** means a person who—

  - (a) has experience in environmental engineering, environmental science, environmental health or occupational hygiene; and
  - (b) holds qualifications in a discipline specified in paragraph (a) from a university or other tertiary education provider registered in Australia or established under a law of the Commonwealth or a State or Territory.

**9—Insertion of regulation 11A**

After regulation 11 insert:

**11A—Minimum efficiency standards—requirements  
(sections 68A and 105PA of Act)**

For the purposes of sections 68A and 105PA of the Act, the following requirements are prescribed:

- (a) the following fixtures must not have a flow rate that is higher than 9 litres per minute:
  - (i) shower heads;
  - (ii) cold water taps and single mixer taps for kitchen, laundry or bathroom sinks or hand basins;
- (b) toilets must be dual flush and have a minimum 3-star rating in accordance with the WELS scheme within the meaning of the *Water Efficiency Labelling and Standards Act 2005* of the Commonwealth;
- (c) an electrical appliance that is a GEMS product within the meaning of the *Greenhouse and Energy Minimum Standards Act 2012* of the Commonwealth must have a minimum 3-star rating in accordance with the determination in force from time to time under that Act relating to the relevant appliance;
- (d) electric or gas water heaters must comply with the determination in force from time to time under the *Greenhouse and Energy Minimum Standards Act 2012* of the Commonwealth relating to electric or gas water heaters (respectively).

**10—Amendment of regulation 12—Alteration of premises for provision of infrastructure or a service (section 70 of Act)**

Regulation 12—delete "70(1a)" and substitute:

70(1a)(a)

**11—Substitution of regulations 12A to 14**

Regulations 12A to 14—delete regulations 12A to 14 (inclusive) and substitute:

**13—Right of entry—notice of proposed entry and requirements relating to records (section 72 of Act)**

- (1) A notice given by a landlord to a tenant under section 72(1)(h) of the Act must be in the form set out in Form 2 in Schedule 1.

- (2) For the purposes of section 72(5a) of the Act, a record constituting a photograph or video recording of premises that is produced during entry onto the premises under section 72(1)(c), (ca), (f), (g) or (h) of the Act must not be distributed or published such that members of the public can view the record unless the landlord (or an agent of the landlord) provides, at least 7 days prior to the entry, notice in writing to the tenant that such a record will be so produced during the entry.

**14—Notice of termination—landlords (Part 5 Division 2 of Act)**

- (1) A notice given by a landlord to the administrator of a tenant's estate or a tenant's next of kin under section 79B(4) of the Act must be in the form set out in Form 4 in Schedule 1.
- (2) A notice given by a landlord to a tenant under section 80 of the Act (including a notice that provides for the termination of the tenancy) must be in the form set out in Form 5 in Schedule 1.
- (3) A notice given by a landlord to a tenant under section 80A of the Act must be in the form set out in Form 6 in Schedule 1.
- (4) A notice given by a landlord to a tenant under section 81 or 82 of the Act must be in the form set out in Form 7 in Schedule 1.
- (5) A notice given by a landlord to a tenant under section 83 of the Act must be in the form set out in Form 8 in Schedule 1.
- (6) A notice given by a landlord to a tenant under section 83A of the Act must be in the form set out in Form 9 in Schedule 1.
- (7) A notice given by a landlord to a tenant under section 83B of the Act must be in the form set out in Form 10 in Schedule 1.

**15—Grounds of termination (section 83 of Act)**

- (1) For the purposes of section 83(1) of the Act, the following grounds of termination are prescribed:
  - (a) the tenant, or a person permitted to enter the premises by the tenant, gave rise to a serious risk to the life, health or safety of the landlord, the landlord's agent or a person who resides in the immediate vicinity of the premises;
  - (b) the tenant or a person residing at the premises threatened or intimidated the landlord, the landlord's agent or a contractor or employee of the landlord or agent;
  - (c) the tenant kept a pet on the premises without authorisation under Part 4 Division 6A of the Act;
  - (d) the tenant induced the landlord to enter into a residential tenancy agreement by a statement or representation in respect of the tenant's identity or place of occupation that the tenant knew to be false, misleading or deceptive, or by knowingly concealing a material fact in respect of the tenant's identity or place of occupation;

- (e) if the landlord is a charitable organisation and it is a term of the residential tenancy agreement that the tenant meet the eligibility requirements of the organisation to reside at the premises—the tenant no longer meets the eligibility requirements of the organisation;
  - (f) if it is a term of the residential tenancy agreement that the tenant is a student of an educational institution or an employee of the landlord—the tenant is no longer a student of the institution or employee of the landlord (respectively).
- (2) In this regulation—
- charitable organisation*** means an organisation, society, institution or body carried on for a religious, educational, benevolent or charitable purpose, provided that—
- (a) it is not also carried on for the purpose of securing pecuniary benefit for its members; and
  - (b) it is not a registered community housing provider.

## 16—Grounds of termination (section 83A of Act)

- (1) For the purposes of section 83A(1) of the Act, the following grounds of termination are prescribed:
- (a) the landlord requires possession of the premises for demolition;
  - (b) the landlord requires possession of the premises for repairs or renovations that cannot be carried out conveniently while the tenant remains in possession of the premises;
  - (c) the landlord requires possession of the premises for—
    - (i) the landlord's own occupation; or
    - (ii) occupation by the landlord's spouse, child or parent; or
    - (iii) occupation by the spouse of the landlord's child or parent;
  - (d) the landlord has entered into a contract for the sale of the premises under which the landlord is required to give vacant possession of the premises;
  - (e) the tenant, or a person permitted to enter the premises by the tenant, intentionally or negligently caused serious damage to—
    - (i) the premises; or
    - (ii) an area adjacent to the premises; or
    - (iii) safety equipment located on the premises or an area adjacent to the premises;



**Example—**

Safety equipment includes a smoke detector, a fire extinguisher or hydrant, a house alarm or a defibrillator.

- (f) the tenant, or a person permitted to enter the premises by the tenant, gave rise to a serious risk to the life, health or safety of the landlord, the landlord's agent or a person who resides in the immediate vicinity of the premises;
- (g) the tenant caused or permitted the premises to be unfit for human habitation, destroyed totally or destroyed to the extent that they are unsafe;
- (h) the tenant or a person residing at the premises threatened or intimidated the landlord, the landlord's agent or a contractor or employee of the landlord or agent;
- (i) the tenant—
  - (i) has been given 2 notices under section 80 of the Act which both specified the same or substantially similar breach by the tenant; and
  - (ii) has breached the residential tenancy agreement on a third occasion in the same or substantially similar manner as specified in the 2 notices;
- (j) the tenant has used the premises, or has caused the premises to be used, for an illegal purpose (including drug related conduct);
- (k) the tenant failed to pay the bond in respect of the premises in accordance with the residential tenancy agreement;
- (l) the tenant kept a pet on the premises without authorisation under Part 4 Division 6A of the Act;
- (m) the tenant induced the landlord to enter into a residential tenancy agreement by a statement or representation in respect of the tenant's identity or place of occupation that the tenant knew to be false, misleading or deceptive, or by knowingly concealing a material fact in respect of the tenant's identity or place of occupation;
- (n) if the landlord is a charitable organisation and it is a term of the residential tenancy agreement that the tenant meet the eligibility requirements of the organisation to reside at the premises—the tenant no longer meets the eligibility requirements of the organisation;
- (o) if it is a term of the residential tenancy agreement that the tenant is a student of an educational institution or an employee of the landlord—the tenant is no longer a student of the institution or employee of the landlord (respectively).

- (2) In this regulation—

*charitable organisation* means an organisation, society, institution or body carried on for a religious, educational, benevolent or charitable purpose, provided that—

- (a) it is not also carried on for the purpose of securing pecuniary benefit for its members; and
- (b) it is not a registered community housing provider.

### **17—Vacation of premises and liability to pay rent (section 83A(4) of Act)**

For the purposes of section 83A(4) of the Act, if a notice of termination is given on a ground that also constitutes a breach of the residential tenancy agreement, that ground is prescribed.

### **18—Compensation for termination—prescribed circumstances (section 84A of Act)**

For the purposes of section 84A(1) of the Act—

- (a) circumstances in which the tenant has breached the residential tenancy agreement; and
- (b) circumstances specified in section 80A of the Act, are prescribed.

### **19—Notice of termination—tenants (Part 5 Division 3 of Act)**

- (1) A notice given by an administrator of a tenant's estate or a tenant's next of kin to a landlord under section 79B(3) of the Act must be in the form set out in Form 3 in Schedule 1.
- (2) A notice given by a tenant to a landlord under section 85 of the Act (including a notice that provides for the termination of the tenancy) must be in the form set out in Form 11 in Schedule 1.
- (3) A notice given by a tenant to a landlord under section 85AA of the Act must be in the form set out in Form 12 in Schedule 1.
- (4) A notice given by a tenant to a landlord under section 85A of the Act must be in the form set out in Form 13 in Schedule 1.
- (5) A notice given by a tenant to a landlord under section 85B or 85C of the Act must be in the form set out in Form 14 in Schedule 1.
- (6) A notice given by a tenant to a landlord under section 85D of the Act must be in the form set out in Form 15 in Schedule 1.
- (7) A notice given by a tenant to a landlord under section 86 of the Act must be in the form set out in Form 16 in Schedule 1.
- (8) A notice given by a tenant to a landlord under section 86A of the Act must be in the form set out in Form 17 in Schedule 1.
- (9) A notice given by a tenant to a landlord under section 86B of the Act must be in the form set out in Form 18 in Schedule 1.

**19A—Termination by tenant—prescribed circumstances  
(section 85C of Act)**

- (1) For the purposes of section 85C(1)(a) of the Act, the following kinds of care are prescribed:
  - (a) aged care;
  - (b) palliative care;
  - (c) special care.
- (2) For the purposes of section 85C(1)(c) of the Act, accommodation that is provided—
  - (a) on a non-permanent basis; and
  - (b) on a non-profit basis; and
  - (c) —
    - (i) for persons who are experiencing homelessness or are at risk of experiencing homelessness; or
    - (ii) by a person or body in receipt of government funding for the purposes of providing accommodation for persons specified in subparagraph (i),is prescribed.
- (3) In this regulation—

*special care* means the care of a person that is not temporary and that constitutes any of the following:

  - (a) assisting the person with 1 or more of the following:
    - (i) bathing, showering or personal hygiene;
    - (ii) toileting;
    - (iii) dressing or undressing;
    - (iv) grocery shopping, or preparing or eating meals;
  - (b) physically assisting or supervising the person to undertake daily activities;
  - (c) assisting or supervising the person in dispensing or taking medicine or medication;
  - (d) providing the person with substantial emotional support through a service provided in one of the following:
    - (i) a supported residential facility within the meaning of the *Supported Residential Facilities Act 1992*;
    - (ii) an authorised community mental health facility within the meaning of the *Mental Health Act 2009*;

- (iii) a facility at which disability services (within the meaning of the *Disability Services Act 1993*) are provided;
- (iv) a hospital or a health service both within the meaning of the *Health Care Act 2008*.

**19B—Termination by tenant on ground of domestic abuse  
(section 85D of Act)**

- (1) For the purposes of section 85D(1)(a) of the Act, a person who is a domestic associate of a person who normally or regularly resides at the premises is prescribed.
- (2) For the purposes of section 85D(1)(b) of the Act, circumstances that are, in the opinion of an authorised professional, circumstances of domestic abuse are prescribed.
- (3) For the purposes of section 85D(2)(a) of the Act, the following kinds of evidence are prescribed:
  - (a) in the case of a notice given under section 85D(1)(a) of the Act—a copy of the intervention order;
  - (b) in the case of a notice given under section 85D(1)(b) of the Act—a report—
    - (i) prepared by an authorised professional in a manner and form approved by the Commissioner; and
    - (ii) setting out the reasons the authorised professional is of the opinion that the circumstances of the tenant or domestic associate of the tenant are circumstances of domestic abuse; and
    - (iii) signed by the authorised professional.
- (4) In this regulation—

*authorised professional* means—

- (a) a legal practitioner within the meaning of the *Legal Practitioners Act 1981*; or
- (b) a registered health practitioner; or
- (c) a social worker; or
- (d) a person employed or engaged by a domestic and family violence support service or a sexual abuse support service.

**19C—Tribunal orders in relation to circumstances of domestic abuse—prescribed grounds (section 90B of Act)**

For the purposes of section 90B(1) of the Act, the following grounds are prescribed:

- (a) the ground of breach of the residential tenancy agreement;

- (b) a ground set out in a notice of termination given to the tenant under section 83 or 83A of the Act.

**19D—Form of notice of termination—prescribed grounds  
(section 91 of Act)**

For the purposes of section 91(1)(ea) of the Act—

- (a) the grounds set out in section 81(1)(a) to (d) (inclusive) of the Act; and
- (b) the grounds set out in regulation 16(1)(a) to (d) (inclusive) for the purposes of section 83A of the Act,

are prescribed.

**19E—Prohibition on letting premises after notice of  
termination—prescribed grounds (section 91A of Act)**

For the purposes of section 91A(1) of the Act, the following grounds set out in a notice of termination given under section 83A of the Act are prescribed:

- (a) the landlord requires possession of the premises for demolition;
- (b) the landlord requires possession of the premises for repairs or renovations that cannot be carried out conveniently while a tenant remains in possession of the premises;
- (c) the landlord requires possession of the premises for—
  - (i) the landlord's own occupation; or
  - (ii) occupation by the landlord's spouse, child or parent; or
  - (iii) occupation by the spouse of the landlord's child or parent;
- (d) the landlord has entered into a contract for the sale of the premises under which the landlord is required to give vacant possession of the premises.

**19F—Abandoned property—prescribed period (section 97B of Act)**

For the purposes of section 97B(4)(b) and (6) of the Act, the period of 7 days is prescribed.

**19G—Abandoned personal documents—prescribed period  
(section 97C of Act)**

For the purposes of section 97C(2)(b) and (3) of the Act, the period of 7 days is prescribed.

**19H—Rooming house proprietors annual return—prescribed date (section 103D of Act)**

For the purposes of section 103D(1) of the Act, a designated rooming house proprietor must pay the fee and provide the information or document to the Commissioner not later than—

- (a) the last day of the month in each year nominated in writing to the person by the Commissioner; or
- (b) if the Commissioner does not nominate a month—the last day of the month in each year that is the same month as the month in which the person's registration under section 103C of the Act was granted.

**19I—Termination of rooming house agreement—prescribed grounds (section 105U of Act)**

- (1) For the purposes of section 105U(6) of the Act, the following grounds of termination are prescribed:
  - (a) the resident threatened or intimidated the proprietor, the proprietor's agent or a contractor or employee of the proprietor or agent;
  - (b) the resident permitted another person to reside at the rooming house without the consent of the proprietor;
  - (c) the resident induced the proprietor to enter into a rooming house agreement by a statement or representation in respect of the resident's identity or place of occupation that the resident knew to be false, misleading or deceptive, or by knowingly concealing a material fact in respect of the resident's identity or place of occupation;
  - (d) if the proprietor is a charitable organisation and it is a term of the rooming house agreement that the resident meet the eligibility requirements of the organisation to reside at the rooming house—the resident no longer meets the eligibility requirements of the organisation;
  - (e) if it is a term of the rooming house agreement that the resident is a student of an educational institution or an employee of the proprietor—the resident is no longer a student of the institution or employee of the proprietor (respectively).

- (2) In this regulation—

***charitable organisation*** means an organisation, society, institution or body carried on for a religious, educational, benevolent or charitable purpose, provided that—

- (a) it is not also carried on for the purpose of securing pecuniary benefit for its members; and
- (b) it is not a registered community housing provider.

**19J—Abandoned property—prescribed period (section 105W of Act)**

For the purposes of section 105W(1)(b)(ii) and (2)(b) of the Act, the period of 7 days is prescribed.

**12—Insertion of Part 5**

After regulation 22 insert:

**Part 5—Transitional provisions—*Residential Tenancies (Miscellaneous) Amendment Act 2023***

**23—Registration of proprietors of designated rooming houses**

- (1) A person who, immediately before the commencement day, is carrying on a business involving the provision of accommodation in residential premises, in which 5 or more rooms are available, for valuable consideration for residential occupation is not required to be registered under section 103C of the Act until 30 November 2024.

**Note—**

Such a person would not, until the specified date, be committing an offence against section 103B of the Act for carrying on such a business without being registered.

- (2) In this regulation—

***amending Act*** means the *Residential Tenancies (Miscellaneous) Amendment Act 2023*;

***commencement day*** means the day on which section 70 of the amending Act comes into operation.

**13—Substitution of Schedule 1**

Schedule 1—delete the Schedule and substitute:

**Schedule 1—Forms**

**Form 1—*Residential Tenancies Act 1995* (section 4)**

**Short Fixed Term Tenancies**

**Note—**

*The landlord must complete Part A of this form in duplicate and give both copies to the tenant to sign. The tenant should then complete Part B and return 1 copy to the landlord.*

**Part A—Notice to be given to tenant by landlord**

**To:** *[insert name of tenant]*

1. I give you notice under section 4 of the *Residential Tenancies Act 1995* that the residential tenancy agreement you have entered into is a short fixed term tenancy of *[insert relevant number of days between 1 and 90]* days.

**Note—**

*A short fixed term tenancy is a tenancy for a term of 90 days or less.*

2. **You are warned that the term of your tenancy will come to an end at the completion of this period and that you should not expect to continue in possession of the premises after that time.**
3. Details of relevant residential tenancy agreement—
  - Name of landlord:
  - Address of rented premises:
  - Commencement date:
  - Last day of tenancy:

Signature of landlord/agent:

Date:

Address for service of landlord/agent:

**Part B—Statement to be signed by tenant****Note—**

*The landlord should have completed Part A of this form and given you 2 copies. You should complete Part B and return 1 copy to the landlord.*

1. I *[insert name of tenant]* understand that I have entered a short fixed term tenancy of 90 days or less—
  - starting on: *[insert commencement date]*
  - and finishing on: *[insert end date]*
2. **I acknowledge receipt of a notice (Part A of Form 1) from the landlord about this tenancy.**
3. In accordance with section 4 of the *Residential Tenancies Act 1995*, I acknowledge that I do not expect to continue possession of the premises at *[insert address of rented premises]* after the end of the term stated in the agreement.

Signature of tenant:

Date:

**Form 2—Residential Tenancies Act 1995 (section 72(1)(h))****Notice to enter premises to determine whether breach has been remedied****Note—**

*This notice can only be given after the tenant has been served with a notice of a breach of agreement under section 80 and must be given to the tenant no less than 7 and no more than 14 days before the date of entry (see below).*

**To:** *[insert name of tenant]*

I give notice that I will enter the premises situated at: *[insert address of rented premises]*



To determine whether the following breach has been remedied: *[insert details of breach to be remedied]*

on: *[insert date of entry]*

at: *[insert time of entry]*

Entry to the premises must be made within **normal hours** ie hours between 8am and 8pm on any day other than a Sunday or public holiday.

Signature of landlord/agent:

Date:

Address for service of landlord/agent:

### Service of notice

This notice was served on *[insert date]* by:  
*[Tick 1 box]*

- personally handing it to the tenant
- mailing it to the tenant
- placing it in the tenant's letterbox
- emailing it to the tenant
- other *[please specify below]*

### Information for the landlord

- (a) This notice may be served on the tenant (or on an agent of the tenant)—
  - (i) personally; or
  - (ii) by sending it by post addressed to the person at their last known place of residence, employment or business; or
  - (iii) by leaving it in a letterbox or other place where it is likely to come to the person's attention at their last known place of residence, employment or business; or
  - (iv) by email to an email address provided by the person for the purposes of service under the Act.
- (b) You should retain a copy of this notice.

### Form 3—*Residential Tenancies Act 1995* (section 79B(3))

#### Notice of termination by administrator of sole tenant's estate or sole tenant's next of kin following the tenant's death

To: *[insert name of landlord/agent]*

I, *[insert name]*,

*[Tick 1 box]*

- the administrator of the estate of *[insert name of deceased tenant]*

- the next of kin of *[insert name of deceased tenant]*

give notice of termination of a residential tenancy agreement between *[insert name of deceased tenant]* as tenant and you as landlord in respect of the premises at:

**Address of premises:** *[insert address of rented premises]*

on: *[insert date of termination]*

on the ground that *[insert name of deceased tenant]* has died.

Signature of administrator/next of kin:

Date:

Full name of administrator/next of kin:

Address of administrator/next of kin:

### Service of notice

This notice was served on *[insert date]* by:

*[Tick 1 box]*

- personally handing it to the landlord/agent
- mailing it to the landlord/agent
- placing it in the landlord's/agent's letterbox
- emailing it to the landlord/agent
- other *[please specify below]*

### Information for the administrator/next of kin

1. This notice may be served on the landlord, or on an agent of the landlord—
  - (a) personally; or
  - (b) by sending it by post addressed to the person at their last known place of residence, employment or business; or
  - (c) by leaving it in a letterbox or other place where it is likely to come to the landlord or agent's attention at their last known place of residence, employment or business; or
  - (d) by email to an email address provided by the person for the purposes of service under the Act.
2. You should retain a copy of this notice.

### Termination information

1. When the premises are vacated, they should be left in a reasonable condition and in a reasonably clean state. If they are not, the landlord may recover from the bond, or from the tenant's estate directly, the costs required to remediate the premises (with supporting evidence showing the condition of the premises compared to the start of the tenancy, which demonstrates more than wear and tear).

2. The administrator/next of kin and landlord (or an agent) should arrange to meet at the premises at an agreed time. They can then inspect the premises and note on the Inspection Sheet (which was filled in and received at the start of the tenancy) the state of cleanliness of the premises and any damage that has occurred during the tenancy. The administrator/next of kin and landlord can then decide how the bond should be paid.
3. If possible, the administrator/next of kin and landlord should agree on how the bond should be paid. If the administrator/next of kin and landlord do agree, both should complete and sign the Refund of Bond form and lodge it with Consumer and Business Services. Make sure that the forwarding address for the refund is included on the form so that all or part of the bond, or any future correspondence, can be sent there. If agreement cannot be reached, Consumer and Business Services should be contacted.
4. When the premises are vacated, the administrator/next of kin should ensure that the all the keys, remote controls and security devices are left with the landlord or agent, and that the electricity entity, gas company, Australia Post, Telstra etc, are notified so that the new tenants do not use gas, electricity and the telephone on the deceased tenant's accounts, and so that mail can be forwarded.

**Form 4—*Residential Tenancies Act 1995* (section 79B(4))**

**Notice of termination by landlord following death of sole tenant**

**To:** *[insert name of the administrator of the deceased tenant's estate or the deceased tenant's next of kin]*

I, *[insert name of landlord/agent]*, give notice of termination of a residential tenancy agreement between *[insert name of deceased tenant]* as tenant and me as landlord in respect of the premises at:

**Address of premises:** *[insert address of rented premises]*

on: *[insert date of termination]*

on the ground that *[insert name of deceased tenant]* has died.

Signature of landlord/agent:

Date:

Full name of landlord/agent:

Address of landlord/agent:

**Service of notice**

This notice was served on *[insert date]* by:

*[Tick 1 box]*

- personally handing it to the administrator or next of kin
- mailing it to the administrator or next of kin
- placing it in the administrator or next of kin's letterbox

- emailing it to the administrator or next of kin
- other *[please specify below]*

### **Information for the landlord**

1. This notice may be served on the administrator or next of kin—
  - (a) personally; or
  - (b) by sending it by post addressed to the person at their last known place of residence, employment or business; or
  - (c) by leaving it in a letterbox or other place where it is likely to come to the person's attention at their last known place of residence, employment or business; or
  - (d) by email to an email address provided by the person for the purposes of service under the Act.
2. You should retain a copy of this notice.

### **Information for the administrator/next of kin**

1. When the premises are vacated, they should be left in a reasonable condition and in a reasonably clean state. If they are not, the landlord may recover from the bond, or from the tenant's estate directly, the costs required to remediate the premises (with supporting evidence showing the condition of the premises compared to the start of the tenancy, which demonstrates more than wear and tear).
2. The administrator/next of kin and landlord (or an agent) should arrange to meet at the premises at an agreed time. They can then inspect the premises and note on the Inspection Sheet (which was filled in and received at the start of the tenancy) the state of cleanliness of the premises and any damage that has occurred during the tenancy. The administrator/next of kin and landlord can then decide how the bond should be paid.
3. If possible, the administrator/next of kin and landlord should agree on how the bond should be paid. If the administrator/next of kin and landlord do agree, both should complete and sign the Refund of Bond form and lodge it with Consumer and Business Services. Make sure that the forwarding address for the refund is included on the form so that all or part of the bond, or any future correspondence, can be sent there. If agreement cannot be reached, Consumer and Business Services should be contacted.
4. When the premises are vacated, the administrator/next of kin should ensure that all the keys, remote controls and security devices are left with the landlord or agent, and that the electricity entity, gas company, Australia Post, Telstra etc, are notified so that the new tenants do not use gas, electricity and the telephone on the deceased tenant's accounts, and so that mail can be forwarded.

**Form 5—*Residential Tenancies Act 1995* (section 80)**

**Landlord's notice of breach to tenant—termination of agreement**

**Part 1**

**Name of tenant/s:**

**Address of rented premises:**

**Type of breach:** *[tick relevant box]*

- Unpaid rent *only*

*Rent (or part of rent) has remained unpaid for at least 14 days (please refer to Information for the Landlord).*

- Other breach of agreement

*A breach other than (or in addition to) unpaid rent, such as unpaid water rates or property damage.*

*There are 2 types of breaches: 'unpaid rent only' and 'other breach of agreement'. The type of breach will determine the period of time you must give the tenant to give up possession of the premises (see **Part 3**). You must choose 'other breach of agreement' if serving this notice for **both** unpaid rent and any other breach of agreement.*

The breach is:

You must remedy this breach by:

*Include enough details so that the tenant knows exactly what the breach is and how to remedy the breach. If insufficient space, attach a separate sheet.*

**Part 2**

You must remedy the breach on or before: *[insert date]*

*This must be at least 7 days after this notice is received (or taken to be received) by the tenant. Please refer to **Part 4** for further information about the service of this notice on the tenant.*

**Part 3**

If the breach is not remedied on or before the date outlined in **Part 2** above, then the tenancy is terminated by force of this notice and you must give up possession of the premises on or before:

- (a) For a breach of unpaid rent **only**: *[insert date]*  
*This may be **any day after** the date provided in **Part 2** on or before which the tenant was required to remedy the breach.*
- (b) For any other breach of agreement (which may also include unpaid rent): *[insert date]*  
*This must be **at least 7 days after** the date provided in **Part 2** on or before which the tenant was required to remedy the breach.*

The landlord **only** needs to complete **A** or **B**. Please refer to type of breach (outlined in **Part 1**) and Important Information, Landlords for further information. The landlord is not entitled to possession of the premises **until the day after the date specified in either A or B**.

#### Part 4

This notice was served on the tenant on: *[insert date]*

This notice was served by:

- personally handing it to the tenant
- mailing it to the tenant  
*The landlord/agent should ensure an appropriate postage delivery time frame is taken into consideration. The landlord should take all reasonable steps to ensure the dates provided on this notice are accurate and the service of this notice is valid. If serving this notice by mail, you may wish to confirm the postal delivery time frame with the service provider (ie Australia Post).*
- placing it in the tenant's letterbox
- emailing it to the tenant: *[insert email address]*  
*This notice will be taken to be received by the tenant on the day it is emailed to the tenant. A notice served on the tenant by email should still be signed by the landlord/agent.*
- other *[please specify]*

#### Part 5

Full name of landlord/agent:

Telephone:

Address for service of landlord/agent:

Signature:

Date:

### IMPORTANT INFORMATION

#### TENANTS

You may apply to the South Australian Civil and Administrative Tribunal (SACAT) to reinstate the tenancy if you believe you are not in breach of your agreement or the breach has been remedied. If you do not remedy the breach (or apply to SACAT) the tenants and all occupants will need to move out of the premises with their possessions on or before the date specified in **Part 3**.

## LANDLORDS

Rent (or part of rent) must remain unpaid for at least 14 days before serving this notice on the tenant. For example, if rent is paid to 1 March (and rent is payable fortnightly), then this notice can first be served on 17 March for unpaid rent due on 2 March and 16 March. The 14 days do not include the day that rent is due.

If the tenant does not remedy the breach or give up possession of the premises on or before the date specified in **Part 3**, you **cannot** enter the premises unless the tenant has abandoned or voluntarily gives up possession of the premises, or you have applied to the South Australian Civil and Administrative Tribunal (SACAT) and received an order authorising you to take possession. You are not entitled to possession of the premises until the day after the date specified in **Part 3**—this is the earliest you can apply to SACAT for an order authorising you to take possession.

### **Form 6—*Residential Tenancies Act 1995* (section 80A)**

#### **Notice of termination by landlord on ground of drug contamination**

**To:** *[insert name of tenant]*

I give notice of termination of a residential tenancy agreement between me as landlord and you as tenant in respect of the premises at:

**Address of premises:** *[insert address of rented premises]*

on the ground that you have engaged in, or you have allowed another person to engage in, drug related conduct on the premises or ancillary property and testing for contamination indicates that the premises or ancillary property are contaminated as a result of that drug related conduct.

*A landlord may terminate a tenancy on this ground immediately.*

I give you notice to deliver up vacant possession of the premises on *[insert date on which tenant is required to vacate premises]*

Signature of landlord/agent:

Date:

Full name of landlord/agent:

Address for service of landlord/agent:

#### **Service of notice**

This notice was served on *[insert date]* by:

*[Tick 1 box]*

- personally handing it to the tenant
- mailing it to the tenant
- placing it in the tenant's letterbox
- emailing it to the tenant
- other *[please specify below]*

**Information for the landlord**

1. This notice may be served on the tenant (or on an agent of the tenant)—
  - (a) personally; or
  - (b) by sending it by post addressed to the person at their last known place of residence, employment or business; or
  - (c) by leaving it in a letterbox or other place where it is likely to come to the tenant's attention at their last known place of residence, employment or business; or
  - (d) by email to an email address provided by the person for the purposes of service under the Act.
2. You should retain a copy of this notice.

**Information for the tenant**

1. Testing for drug contamination conducted in relation to the premises or ancillary property showed that the premises or ancillary property were contaminated. The cost of such remediation of the contamination may be recovered from the bond, and the landlord may be entitled to further compensation for the remediation.
2. You should, when you vacate the premises, leave them in a reasonable condition and in a reasonably clean state. If you do not, the landlord may recover from the bond, or from you directly, the costs required to remediate the premises (with supporting evidence showing the condition of the premises compared to the start of the tenancy, which demonstrates more than wear and tear).
3. You should contact the landlord or agent and arrange to meet them at the premises at an agreed time. With the landlord or agent, you can then inspect the premises and note on the Inspection Sheet (which you filled in and received at the start of the tenancy) the state of cleanliness of the premises and any damage that has occurred during the tenancy. You can then decide with the landlord or agent how much of the bond should be paid to you and to the landlord (respectively).
4. If possible you should agree on how the bond should be paid. If you do agree, both of you should complete and sign the Refund of Bond form and lodge it with Consumer and Business Services. Make sure that your forwarding address is included on the form so that all or part of the bond, or any future correspondence, can be sent to you. If agreement cannot be reached, you should contact Consumer and Business Services.
5. When you vacate the premises, ensure that you leave all the keys, remote controls and security devices with the landlord or agent, and notify the electricity entity, gas company, Australia Post, Telstra etc, so that the new tenants do not use gas, electricity and the telephone on your accounts, and so that mail can be forwarded to you.



**Form 7—*Residential Tenancies Act 1995* (section 81 or 82)**

**Notice of termination of periodic tenancy by landlord because possession is required by landlord**

**Notice of termination by community housing provider (for fixed term or periodic tenancy)**

**Note—**

*A landlord who is not a registered community housing provider may use this form to terminate a periodic tenancy on a ground (or grounds) set out in this form, and cannot use this form to terminate a fixed term tenancy. If a landlord wishes to terminate a fixed term tenancy at the end of the fixed term, Form 9 must be used. In any other case, application must be made to the South Australian Civil and Administrative Tribunal.*

*A landlord who is a registered community housing provider can use this form to terminate a fixed term or a periodic tenancy.*

**To:** *[insert name of tenant]*

I give notice of termination of a residential tenancy agreement between me as landlord and you as tenant and for you to deliver up vacant possession of the premises at:

**Address of premises:** *[insert address of rented premises]*

on *[insert date on which tenant is required to vacate premises]*, being a date that is—

*[tick appropriate box and complete details as required]*

- not less than *[insert number]* days, if this notice is being given on one (or more) of the following grounds:  
*The period of notice given on these grounds must be at least 60 days or if, under the terms of the periodic tenancy, rent is payable at intervals of greater than 60 days, that greater period.*  
**TICK ONE OR MORE OF THE FOLLOWING BOXES TO INDICATE THE GROUND/S**

- the landlord requires possession of the premises for demolition
- the landlord requires possession of the premises for repairs or renovations that cannot be carried out conveniently while the tenant remains in possession of the premises
- the landlord requires possession of the premises for the landlord's own occupation, or occupation by the landlord's spouse, child or parent, or occupation by the spouse of the landlord's child or parent
- the landlord requires possession for the landlord to give vacant possession to a purchaser of the premises as they have entered into a contract of sale dated: *[insert date of contract of sale]*

*If this notice is being given on one of the above grounds, the landlord must provide the tenant with written evidence, as approved by the Commissioner, to support the ground.*

- not less than 28 days, if, this notice is being given on one (or both) of the following grounds:

*TICK ONE OR MORE OF THE FOLLOWING BOXES TO INDICATE THE GROUND/S*

- you have ceased to be a member of the community housing provider
- you no longer satisfy a condition or conditions specified by the tenancy agreement with the community housing provider as essential to the continuation of the tenancy, namely *[state condition(s) no longer satisfied by the tenant]*

Signature of landlord/agent:

Date:

Full name of landlord/agent:

Address for service of landlord/agent:

### **Service of notice**

This notice was served on *[insert date]* by:  
*[Tick 1 box]*

- personally handing it to the tenant
- mailing it to the tenant
- placing it in the tenant's letterbox
- emailing it to the tenant
- other *[please specify below]*

### **Information for the landlord**

1. If the landlord is a registered community housing provider and the tenant has ceased to be a member of the provider or no longer satisfies an essential requirement to remain as a tenant, the period of notice must be at least 28 days.
2. Except where the landlord is a registered community housing provider, this notice cannot be used if the tenancy has been entered into for a fixed term.
3. It is a criminal offence under section 81 of the *Residential Tenancies Act 1995* to state a false ground of termination in this notice.
4. A landlord who recovers possession of premises under section 81 of the *Residential Tenancies Act 1995* after giving 60 days notice must not, without the consent of the Tribunal, grant a fresh tenancy over the premises within 6 months after recovering possession.

5. Except where the termination is for a failure to pay rent, if the premises are subject to a housing improvement notice or are subject (or potentially subject) to rent control, the Tribunal must give its authorisation to this notice before it is effective.
6. This notice may be served on the tenant (or on an agent of the tenant)—
  - (a) personally; or
  - (b) by sending it by post addressed to the person at their last known place of residence, employment or business; or
  - (c) by leaving it in a letterbox or other place where it is likely to come to the person's attention at their last known place of residence, employment or business; or
  - (d) by email to an email address provided by the person for the purposes of service under the Act.
7. You should retain a copy of this notice.

**Information for the tenant**

1. You may vacate the premises before the date specified in this notice. If you give the landlord or agent at least 7 days written notice before you vacate the premises, you will not be liable to pay rent after the day on which you vacate. If you give the landlord or agent less than 7 days written notice before you vacate the premises, you will not be liable to pay rent from the 7th day after you give notice to the landlord or agent.
2. When you vacate the premises, you should leave them in a reasonable condition and in a reasonably clean state. If you do not, the landlord may recover from the bond, or from you directly, the costs required to remediate the premises (with supporting evidence showing the condition of the premises compared to the start of the tenancy, which demonstrates more than wear and tear).
3. You should contact the landlord or agent and arrange to meet them at the premises at an agreed time. With the landlord or agent, you can then inspect the premises and note on the Inspection Sheet (which you filled in and received at the start of the tenancy) the state of cleanliness of the premises and any damage that has occurred during the tenancy. You can then decide with the landlord or agent how much of the bond should be paid to you and to the landlord (respectively).
4. If possible you should agree on how the bond should be paid. If you do agree, both of you should complete and sign the Refund of Bond form and lodge it with Consumer and Business Services. Make sure that your forwarding address is included on the form so that all or part of the bond, or any future correspondence, can be sent to you. If agreement cannot be reached, you should contact Consumer and Business Services.

5. When you vacate the premises, ensure that you leave all the keys, remote controls and security devices with the landlord or agent, and notify the electricity entity, gas company, Australia Post, Telstra etc, so that the new tenants do not use gas, electricity and the telephone on your accounts, and so that mail can be forwarded to you.

### **Form 8—*Residential Tenancies Act 1995* (section 83)**

#### **Notice of termination of periodic tenancy by landlord on specified ground**

**Note—**

*The landlord cannot use this form to terminate a fixed term tenancy. If a landlord wishes to terminate a fixed term tenancy at the end of the fixed term, Form 9 must be used (or, if the landlord is a registered community housing provider, Form 7 may be used if it is applicable). In any other case, application must be made to the South Australian Civil and Administrative Tribunal.*

**To:** *[insert name of tenant]*

I give notice of termination of a residential tenancy agreement between me as landlord and you as tenant and for you to deliver up vacant possession of the premises at:

**Address of premises:** *[insert address of rented premises]*

on the ground that—

**TICK ONE OR MORE OF THE FOLLOWING BOXES TO INDICATE THE GROUND/S**

- either you or a person you permitted to enter the premises gave rise to a serious risk to the life, health or safety of the landlord, the landlord's agent or a person who resides in the immediate vicinity of the premises
- either you or another person residing at the premises threatened or intimidated the landlord, the landlord's agent or a contractor or employee of the landlord or agent
- you kept a pet on the premises without the required authorisation
- you induced the landlord to enter into the tenancy by a statement or representation about your identity or place of occupation that you knew to be false, misleading or deceptive, or by knowingly concealing a material fact in respect of your identity or place of occupation
- it was a term of the residential tenancy agreement that you meet the eligibility requirements of the charity, being the landlord, to reside at the premises and you no longer meet the eligibility requirements
- it was a term of the residential tenancy agreement that you be a student of an educational institution and you are no longer a student of the institution

- it was a term of the residential tenancy agreement that you be an employee of the landlord and you are no longer the landlord's employee

*[insert the particulars of the ground/s of the termination]*

on *[insert date on which tenant is required to vacate premises]*

being a date that is at least 90 days after this notice is given.

Signature of landlord/agent:

Date:

Full name of landlord/agent:

Address for service of landlord/agent:

### **Service of notice**

This notice was served on *[insert date]* by:

*[Tick 1 box]*

- personally handing it to the tenant
- mailing it to the tenant
- placing it in the tenant's letterbox
- emailing it to the tenant
- other *[please specify below]*

### **Information for the landlord**

1. This notice cannot be used if the tenancy has been entered into for a fixed term.
2. This notice may be served on the tenant (or on an agent of the tenant)—
  - (a) personally; or
  - (b) by sending it by post addressed to the person at their last known place of residence, employment or business; or
  - (c) by leaving it in a letterbox or other place where it is likely to come to the person's attention at their last known place of residence, employment or business; or
  - (d) by email to an email address provided by the person for the purposes of service under the Act.
3. You should retain a copy of this notice.

**Information for the tenant**

1. If your tenancy agreement is for a periodic tenancy and you wish to leave the rented premises before the date on which the landlord has indicated vacant possession of the premises is required, you may do so by serving a notice of termination (see Form 16) on the landlord at least 21 days before leaving, or a period equivalent to a single rental period of your tenancy (whichever is longer).

**Example—**

If you pay rent per calendar month, instead of giving 21 days written notice, you would be required to give 1 calendar month's written notice.

2. When you vacate the premises, you should leave them in a reasonable condition and in a reasonably clean state. If you do not, the landlord may recover from the bond, or from you directly, the costs required to remediate the premises (with supporting evidence showing the condition of the premises compared to the start of the tenancy, which demonstrates more than wear and tear).
3. You should contact the landlord or agent and arrange to meet them at the premises at an agreed time. With the landlord or agent, you can then inspect the premises and note on the Inspection Sheet (which you filled in and received at the start of the tenancy) the state of cleanliness of the premises and any damage that has occurred during the tenancy. You can then decide with the landlord or agent how much of the bond should be paid to you and to the landlord (respectively).
4. If possible you should agree on how the bond should be paid. If you do agree, both of you should complete and sign the Refund of Bond form and lodge it with Consumer and Business Services. Make sure that your forwarding address is included on the form so that all or part of the bond, or any future correspondence, can be sent to you. If agreement cannot be reached, you should contact Consumer and Business Services.
5. When you vacate the premises, ensure that you leave all the keys, remote controls and security devices with the landlord or agent, and notify the electricity entity, gas company, Australia Post, Telstra etc, so that the new tenants do not use gas, electricity and the telephone on your accounts, and so that mail can be forwarded to you.

**Form 9—*Residential Tenancies Act 1995* (section 83A)****Notice of termination by landlord at end of fixed term tenancy  
(General Form)**

**Note—**

*A landlord may end a fixed term residential tenancy agreement at the end of the fixed term on a ground of termination set out in this notice after giving at least 60 days notice to the tenant. If notice is not given, the agreement continues for a periodic tenancy, with a tenancy period equivalent to the interval between rental payment times under the agreement and with terms of agreement that in other respects are the same as those applying under the agreement immediately before the end of the fixed term.*

**To:** *[insert name of tenant]*

I give notice of termination of a residential tenancy agreement between me as landlord and you as tenant and for you to deliver up vacant possession of the premises at:

**Address of premises:** *[insert address of rented premises]*

on the ground that—

**TICK ONE OR MORE OF THE FOLLOWING BOXES TO INDICATE THE GROUNDS**

- the landlord requires possession of the premises for demolition
- the landlord requires possession of the premises for repairs or renovations that cannot be carried out conveniently while you remain in possession of the premises
- the landlord requires possession of the premises for the landlord's own occupation, or occupation by the landlord's spouse, child or parent, or occupation by the spouse of the landlord's child or parent
- the landlord requires possession for the landlord to give vacant possession to a purchaser of the premises as they have entered into a contract of sale dated: *[insert date of contract of sale]*

*If this notice is being given on one of the above grounds, the landlord must provide the tenant with written evidence, as approved by the Commissioner, to support the ground.*

- either you or a person you permitted to enter the premises intentionally or negligently caused serious damage to the premises, an area near the premises or safety equipment located on the premises or an area near the premises
- either you or a person you permitted to enter the premises gave rise to a serious risk to the life, health or safety of the landlord, the landlord's agent or a person who resides in the immediate vicinity of the premises
- you caused or permitted the premises to be unfit for human habitation, destroyed totally or destroyed to the extent that they are unsafe
- either you or another person residing at the premises threatened or intimidated the landlord, the landlord's agent or a contractor or employee of the landlord or agent

- you have been given 2 notices for breaching the residential tenancy agreement for the same or substantially similar breach, and you have breached the agreement a third time in the same or substantially similar manner as set out in the first 2 notices
- you have used the premises, or caused the premises to be used, for an illegal purpose (including drug related conduct)
- you failed to pay the bond in accordance with the residential tenancy agreement
- you kept a pet on the premises without the required authorisation
- you induced the landlord to enter into the tenancy by a statement or representation about your identity or place of occupation that you knew to be false, misleading or deceptive, or by knowingly concealing a material fact in respect of your identity or place of occupation
- it was a term of the residential tenancy agreement that you meet the eligibility requirements of the charity, being the landlord, to reside at the premises and you no longer meet the eligibility requirements
- it was a term of the residential tenancy agreement that you be a student of an educational institution and you are no longer a student of the institution
- it was a term of the residential tenancy agreement that you be an employee of the landlord and you are no longer the landlord's employee

*[insert the particulars of the ground/s of the termination]*

on: *[insert date the fixed term ends]*, being a date that is at least 60 days after this notice is given.

Signature of landlord/agent:

Date:

Full name of landlord/agent:

Address of landlord/agent:

### **Service of notice**

This notice was served on *[insert date]* by:

*[Tick 1 box]*

- personally handing it to the tenant
- mailing it to the tenant
- placing it in the tenant's letterbox
- emailing it to the tenant
- other *[please specify below]*



**Information for the landlord**

1. A landlord who recovers possession of premises under section 83A of the *Residential Tenancies Act 1995* on 1 of the first 4 grounds specified in this notice must not, without the consent of the Tribunal, grant a fresh tenancy over the premises within 6 months after recovering possession.
2. This notice may be served on the tenant (or an agent of the tenant)—
  - (a) personally; or
  - (b) by sending it by post addressed to the person at their last known place of residence, employment or business; or
  - (c) by leaving it in a letterbox or other place where it is likely to come to the person's attention at their last known place of residence, employment or business; or
  - (d) by email to an or email address provided by the person for the purposes of service under the Act.
3. You should retain a copy of this notice.

**Information for the tenant**

1. When you vacate the premises, you should leave them in a reasonable condition and in a reasonably clean state. If you do not, the landlord may recover from the bond, or from you directly, the costs required to remediate the premises (with supporting evidence showing the condition of the premises compared to the start of the tenancy, which demonstrates more than wear and tear).
2. You should contact the landlord or agent and arrange to meet them at the premises at an agreed time. With the landlord or agent, you can then inspect the premises and note on the Inspection Sheet (which you filled in and received at the start of the tenancy) the state of cleanliness of the premises and any damage that has occurred during the tenancy. You can then decide with the landlord or agent how much of the bond should be paid to you and to the landlord (respectively).
3. If possible you should agree on how the bond should be paid. If you do agree, both of you should complete and sign the Refund of Bond form and lodge it with Consumer and Business Services. Make sure that your forwarding address is included on the form so that all or part of the bond, or any future correspondence, can be sent to you. If agreement cannot be reached, you should contact Consumer and Business Services.
4. When you vacate the premises, ensure that you leave all the keys, remote controls and security devices with the landlord or agent, and notify the electricity entity, gas company, Australia Post, Telstra etc, so that the new tenants do not use gas, electricity and the telephone on your accounts, and so that mail can be forwarded to you.

**Form 10—Residential Tenancies Act 1995 (section 83B)****Notice of termination by landlord where agreement frustrated****To:** *[insert name of tenant]*

I give notice of termination of a residential tenancy agreement between me as landlord and you as tenant in respect of the premises at:

**Address of premises:** *[insert address of rented premises]*

on the ground that—

- the premises have been destroyed or rendered uninhabitable  
*A landlord may terminate a tenancy on this ground immediately.*
- the premises have ceased to be lawfully usable for residential purposes  
*A landlord may terminate a tenancy on this ground immediately.*
- the premises have been acquired by compulsory process  
*The period of notice given on these grounds must be at least 60 days.*

I give you notice to deliver up vacant possession of the premises on *[insert date on which tenant is required to vacate premises]*

Signature of landlord/agent:

Date:

Full name of landlord/agent:

Address for service of landlord/agent:

**Service of notice**

This notice was served on *[insert date]* by:  
*[Tick 1 box]*

- personally handing it to the tenant
- mailing it to the tenant
- placing it in the tenant's letterbox
- emailing it to the tenant
- other *[please specify below]*

**Information for the landlord**

1. This notice may be served on the tenant (or on an agent of the tenant)—
  - (a) personally; or
  - (b) by sending it by post addressed to the person at their last known place of residence, employment or business; or
  - (c) by leaving it in a letterbox or other place where it is likely to come to the person's attention at their last known place of residence, employment or business; or

- (d) by email to an email address provided by the person for the purposes of service under the Act.
2. You should retain a copy of this notice.

**Information for the tenant**

1. If your tenancy agreement is for a periodic tenancy and you wish to leave the rented premises before the date on which the landlord has indicated vacant possession of the premises is required, you may do so by serving a notice of termination (see Form 16) on the landlord at least 21 days before leaving, or a period equivalent to a single rental period of your tenancy (whichever is longer).

**Example—**

If you pay rent per calendar month, instead of giving 21 days written notice, you would be required to give 1 calendar month's written notice.

2. You should, when you vacate the premises, leave them in a reasonable condition and in a reasonably clean state (however this obligation may not apply if the premises are rendered uninhabitable). If you do not, the landlord may recover from the bond, or from you directly, the costs required to remediate the premises (with supporting evidence showing the condition of the premises compared to the start of the tenancy, which demonstrates more than wear and tear).
3. You should contact the landlord or agent and arrange to meet them at the premises at an agreed time. With the landlord or agent, you can then inspect the premises and note on the Inspection Sheet (which you filled in and received at the start of the tenancy) the state of cleanliness of the premises and any damage that has occurred during the tenancy. You can then decide with the landlord or agent how much of the bond should be paid to you and to the landlord (respectively).
4. If possible you should agree on how the bond should be paid. If you do agree, both of you should complete and sign the Refund of Bond form and lodge it with Consumer and Business Services. Make sure that your forwarding address is included on the form so that all or part of the bond, or any future correspondence, can be sent to you. If agreement cannot be reached, you should contact Consumer and Business Services.
5. When you vacate the premises, ensure that you leave all the keys, remote controls and security devices with the landlord or agent, and notify the electricity entity, gas company, Australia Post, Telstra etc, so that the new tenants do not use gas, electricity and the telephone on your accounts, and so that mail can be forwarded to you.

**Form 11—Residential Tenancies Act 1995 (section 85)****Notice by tenant to landlord to remedy breach of agreement—Notice of termination****Note—**

*For periodic tenancies, Form 16 should be used for a notice of termination where no breach of agreement is alleged.*

**To:** *[insert name of landlord/agent]*

- A I give notice that you are in breach of the residential tenancy agreement that relates to the following premises:

Address of rented premises:

This breach is as follows:

*[include enough details so that the landlord receiving this notice will know exactly what the breach is]*

You must remedy the breach as follows:

*[include enough details so that the landlord receiving this notice will know exactly what has to be done to remedy the breach]*

- B This breach must be remedied within *[insert number of days as per information below]* days from the date on which this notice is given to you.
- C If the breach is not remedied within this period, then the tenancy is terminated by force of this notice from the following date:  
*[insert date]*

Signature of tenant:

Date:

Full name of tenant:

Address of tenant:

**Service of notice**

This notice was served on *[insert date]* by:

*[Tick 1 box]*

- personally handing it to the landlord/agent
- mailing it to the landlord/agent
- placing it in the landlord's/agent's letterbox
- emailing it to the landlord/agent
- other *[please specify]*

**Information for the tenant**

1. The period allowed under **Item B** to remedy the breach must be at least 7 clear days from the day on which this notice is received or is expected to be received by the landlord.

2. The date specified in **Item C** for the end of the tenancy must be at least 8 days after the end of the period specified in Item B above.
3. This notice may be served on the landlord, or on an agent of the landlord—
  - (a) personally; or
  - (b) by sending it by post addressed to the person at their last known place of residence, employment or business; or
  - (c) by leaving it in a letterbox or other place where it is likely to come to the person's attention at their last known place of residence, employment or business; or
  - (d) by email to an email address provided by the person for the purposes of service under the Act.
4. You should retain a copy of this notice.

**Information for the landlord**

You may, within the time period fixed under this notice for termination of the tenancy, or before the tenant gives up possession of the premises, apply to the South Australian Civil and Administrative Tribunal for an order:

- (a) declaring that you are not in breach of the residential tenancy agreement;
- (b) declaring that you have remedied the breach within the notice period;
- (c) reinstating the tenancy.

**Termination information**

1. When the tenant vacates the premises, they should leave them in a reasonable condition and in a reasonably clean state. If they are not, the landlord may recover from the bond, or from the tenant directly, the costs required to remediate the premises (with supporting evidence showing the condition of the premises compared to the start of the tenancy, which demonstrates more than wear and tear).
2. The tenant and landlord (or an agent) should arrange to meet at the premises at an agreed time. They can then inspect the premises and note on the Inspection Sheet (which was filled in and received at the start of the tenancy) the state of cleanliness of the premises and any damage that has occurred during the tenancy. The tenant and landlord can then decide how much of the bond should be paid to each.

3. If possible, the tenant and landlord should agree on how the bond should be paid. If the tenant and landlord do agree, both should complete and sign the Refund of Bond form and lodge it with Consumer and Business Services. Make sure that the tenant's forwarding address is included on the form so that all or part of the bond, or any future correspondence, can be sent there. If agreement cannot be reached, Consumer and Business Services should be contacted.
4. When the tenant vacates the premises, the tenant should ensure that the tenant leaves all the keys, remote controls and security devices with the landlord or agent, and notifies the electricity entity, gas company, Australia Post, Telstra etc, so that the new tenants do not use gas, electricity and the telephone on the tenant's accounts, and so that mail can be forwarded.

### **Form 12—*Residential Tenancies Act 1995* (section 85AA)**

#### **Notice of termination by tenant for successive breaches of agreement**

**To:** *[insert name of landlord/agent]*

I give notice of termination of a residential tenancy agreement between me as tenant and you as landlord in respect of the premises at:

**Address of premises:** *[insert address of rented premises]*

because you are in breach of a provision of the agreement as follows:  
*[include enough details so that the landlord receiving this notice will know exactly what the breach is]*

and you have, on 2 previous occasions in the period of 12 months before the giving of this notice, been in breach of the same provision of the agreement.

I give you notice that I will deliver up vacant possession of the premises on *[insert hand-over date]*, being a date that is at least 7 days after this notice is given.

Signature of tenant:

Date:

Full name of tenant:

Address of tenant:

#### **Service of notice**

This notice was served on *[insert date]* by:

*[Tick 1 box]*

- personally handing it to the landlord/agent
- mailing it to the landlord/agent
- placing it in the landlord's/agent's letterbox
- emailing it to the landlord/agent

- other *[please specify]*

### Information for the tenant

1. This notice may be served on the landlord, or on an agent of the landlord—
  - (a) personally; or
  - (b) by sending it by post addressed to the person at their last known place of residence, employment or business; or
  - (c) by leaving it in a letterbox or other place where it is likely to come to the person's attention at their last known place of residence, employment or business; or
  - (d) by email to an email address provided by the person for the purposes of service under the Act.
2. You should retain a copy of this notice.

### Termination information

1. When the tenant vacates the premises, they should leave them in a reasonable condition and in a reasonably clean state. If they are not, the landlord may recover from the bond, or from the tenant directly, the costs required to remediate the premises (with supporting evidence showing the condition of the premises compared to the start of the tenancy, which demonstrates more than wear and tear).
2. The tenant and landlord (or an agent) should arrange to meet at the premises at an agreed time. They can then inspect the premises and note on the Inspection Sheet (which was filled in and received at the start of the tenancy) the state of cleanliness of the premises and any damage that has occurred during the tenancy. The tenant and landlord can then decide how much of the bond should be paid to each.
3. If possible, the tenant and landlord should agree on how the bond should be paid. If the tenant and landlord do agree, both should complete and sign the Refund of Bond form and lodge it with Consumer and Business Services. Make sure that the tenant's forwarding address is included on the form so that all or part of the bond, or any future correspondence, can be sent there. If agreement cannot be reached, Consumer and Business Services should be contacted.
4. When the tenant vacates the premises, the tenant should ensure that the tenant leaves all the keys, remote controls and security devices with the landlord or agent, and notifies the electricity entity, gas company, Australia Post, Telstra etc, so that the new tenants do not use gas, electricity and the telephone on the tenant's accounts, and so that mail can be forwarded.

**Form 13—Residential Tenancies Act 1995 (section 85A)****Notice of termination by tenant where residential premises for sale**

**To:** *[insert name of landlord/agent]*

I give notice of termination of a residential tenancy agreement between me as tenant and you as landlord in respect of the premises at:

**Address of premises:** *[insert address of rented premises]*

because you have entered into a contract for the sale of the premises and did not, before the agreement was entered into, advise me of the prospective sale in accordance with section 47A of the Act.

I give you notice that I will deliver up vacant possession of the premises on *[insert hand-over date]*.

Signature of tenant:

Date:

Full name of tenant:

Address of tenant:

**Service of notice**

This notice was served on *[insert date]* by:  
*[Tick 1 box]*

- personally handing it to the landlord/agent
- mailing it to the landlord/agent
- placing it in the landlord's/agent's letterbox
- emailing it to the landlord/agent
- other *[please specify below]*

**Information for the tenant**

1. This notice may be served on the landlord, or on an agent of the landlord—
  - (a) personally; or
  - (b) by sending it by post addressed to the person at their last known place of residence, employment or business; or
  - (c) by leaving it in a letterbox or other place where it is likely to come to the person's attention at their last known place of residence, employment or business; or
  - (d) by email to an email address provided by the person for the purposes of service under the Act.
2. You should retain a copy of this notice.



**Termination information**

1. When the tenant vacates the premises, they should leave them in a reasonable condition and in a reasonably clean state. If they are not, the landlord may recover from the bond, or from the tenant directly, the costs required to remediate the premises (with supporting evidence showing the condition of the premises compared to the start of the tenancy, which demonstrates more than wear and tear).
2. The tenant and landlord (or an agent) should arrange to meet at the premises at an agreed time. They can then inspect the premises and note on the Inspection Sheet (which was filled in and received at the start of the tenancy) the state of cleanliness of the premises and any damage that has occurred during the tenancy. The tenant and landlord can then decide how much of the bond should be paid to each.
3. If possible, the tenant and landlord should agree on how the bond should be paid. If the tenant and landlord do agree, both should complete and sign the Refund of Bond form and lodge it with Consumer and Business Services. Make sure that the tenant's forwarding address is included on the form so that all or part of the bond, or any future correspondence, can be sent there. If agreement cannot be reached, Consumer and Business Services should be contacted.
4. When the tenant vacates the premises, the tenant should ensure that the tenant leaves all the keys, remote controls and security devices with the landlord or agent, and notifies the electricity entity, gas company, Australia Post, Telstra etc, so that the new tenants do not use gas, electricity and the telephone on the tenant's accounts, and so that mail can be forwarded.

**Form 14—Residential Tenancies Act 1995 (sections 85B and 85C)****Notice of termination by tenant where certain circumstances apply**

**To:** *[insert name of landlord/agent]*

I give notice of termination of a residential tenancy agreement between me as tenant and you as landlord in respect of the premises at:

**Address of premises:** *[insert address of rented premises]*

on the ground that—

*TICK ONE OR MORE OF THE FOLLOWING BOXES TO INDICATE THE GROUND/S*

- the premises do not comply with the prescribed minimum housing standards under the *Housing Improvement Act 2016*
- the premises are destroyed totally or to such an extent as to be rendered unsafe

- I have been offered and have accepted accommodation by the South Australian Housing Trust or a community housing provider registered under the *Community Housing Providers National Law*
- I require prescribed temporary crisis accommodation and need to vacate the premises in order to obtain that accommodation
- I require prescribed care and need to vacate the premises in order to obtain that care

I give you notice that I will deliver up vacant possession of the premises on *[insert hand-over date]*, being a date that is at least 7 days after this notice is given.

Signature of tenant:

Date:

Full name of tenant:

Address of tenant:

### Service of notice

This notice was served on *[insert date]* by:

*[Tick 1 box]*

- personally handing it to the landlord/agent
- mailing it to the landlord/agent
- placing it in the landlord's/agent's letterbox
- emailing it to the landlord/agent
- other *[please specify below]*

### Information for the tenant

1. This notice may be served on the landlord, or on an agent of the landlord—
  - (a) personally; or
  - (b) by sending it by post addressed to the person at their last known place of residence, employment or business; or
  - (c) by leaving it in a letterbox or other place where it is likely to come to the person's attention at their last known place of residence, employment or business; or
  - (d) by email to an email address provided by the person for the purposes of service under the Act.
2. You should retain a copy of this notice.

### Termination information

1. When the tenant vacates the premises, they should leave them in a reasonable condition and in a reasonably clean state. If they are not, the landlord may recover from the bond, or from the tenant directly, the costs required to remediate the premises (with supporting evidence showing the condition of the premises compared to the start of the tenancy, which demonstrates more than wear and tear).
2. The tenant and landlord (or an agent) should arrange to meet at the premises at an agreed time, if it is safe to do so considering the circumstances. They can then inspect the premises and note on the Inspection Sheet (which was filled in and received at the start of the tenancy) the state of cleanliness of the premises and any damage that has occurred during the tenancy. The tenant and landlord can then decide how much of the bond should be paid to each.
3. If possible, the tenant and landlord should agree on how the bond should be paid. If the tenant and landlord do agree, both should complete and sign the Refund of Bond form and lodge it with Consumer and Business Services. Make sure that the tenant's forwarding address is included on the form so that all or part of the bond, or any future correspondence, can be sent there. If agreement cannot be reached, Consumer and Business Services should be contacted.
4. When the tenant vacates the premises, the tenant should ensure that the tenant leaves all the keys, remote controls and security devices with the landlord or agent, and notifies the electricity entity, gas company, Australia Post, Telstra etc, so that the new tenants do not use gas, electricity and the telephone on the tenant's accounts, and so that mail can be forwarded.

### Form 15—*Residential Tenancies Act 1995* (section 85D)

#### Notice of termination by tenant on grounds of domestic abuse

To: *[insert name of landlord/agent]*

I give notice of termination of a residential tenancy agreement between me as tenant and you as landlord in respect of the premises at:

Address of premises: *[insert address of rented premises]*

on the ground that—

*TICK ONE OR MORE OF THE FOLLOWING BOXES TO INDICATE THE GROUND/S*

- an intervention order is in force for my protection, or the protection of a domestic associate of mine who normally resides at the premises, against a person who is a domestic associate of someone who normally resides at the premises
- either I am, or a domestic associate of mine who normally resides at the premises is, in some other circumstance of domestic abuse

I give you notice that I will deliver up vacant possession of the premises on *[insert hand-over date]*.

Signature of tenant:

Date:

Full name of tenant:

Address of tenant:

### Service of notice

This notice was served on *[insert date]* by:

*[Tick 1 box]*

- personally handing it to the landlord/agent
- mailing it to the landlord/agent
- placing it in the landlord's/agent's letterbox
- emailing it to the landlord/agent
- other *[please specify below]*

### Information for the tenant

1. This notice must be accompanied by either of the following evidence as is relevant—
  - (a) if this notice is given on the ground of an intervention order being in force—a copy of the intervention order; or
  - (b) if this notice is given on the ground of other circumstances of domestic abuse—a prescribed report.
2. This notice may be served on the landlord, or on an agent of the landlord—
  - (a) personally; or
  - (b) by sending it by post addressed to the person at their last known place of residence, employment or business; or
  - (c) by leaving it in a letterbox or other place where it is likely to come to the person's attention at their last known place of residence, employment or business; or
  - (d) by email to an email address provided by the person for the purposes of service under the Act.
3. You should retain a copy of this notice.

### Information for the landlord

You are required deal with evidence and information that you receive with this notice in a confidential manner. Criminal penalties apply for contravention of these requirements. See section 85D of the *Residential Tenancies Act 1995*.

**Termination information**

1. When the tenant vacates the premises, they should leave them in a reasonable condition and in a reasonably clean state. If they are not, the landlord may recover from the bond, or from the tenant directly, the costs required to remediate the premises (with supporting evidence showing the condition of the premises compared to the start of the tenancy, which demonstrates more than wear and tear).
2. The tenant and landlord (or an agent) should arrange to meet at the premises at an agreed time. They can then inspect the premises and note on the Inspection Sheet (which was filled in and received at the start of the tenancy) the state of cleanliness of the premises and any damage that has occurred during the tenancy. The tenant and landlord can then decide how much of the bond should be paid to each.
3. If possible, the tenant and landlord should agree on how the bond should be paid. If the tenant and landlord do agree, both should complete and sign the Refund of Bond form and lodge it with Consumer and Business Services. Make sure that the tenant's forwarding address is included on the form so that all or part of the bond, or any future correspondence, can be sent there. If agreement cannot be reached, Consumer and Business Services should be contacted.
4. When the tenant vacates the premises, the tenant should ensure that the tenant leaves all the keys, remote controls and security devices with the landlord or agent, and notifies the electricity entity, gas company, Australia Post, Telstra etc, so that the new tenants do not use gas, electricity and the telephone on the tenant's accounts, and so that mail can be forwarded.

**Form 16—*Residential Tenancies Act 1995* (section 86)****Notice of termination by tenant for a periodic tenancy (General Form)****Note—**

*A tenant cannot use this form to terminate a fixed term tenancy. If a tenant wishes to terminate a fixed term tenancy at the end of the fixed term, Form 17 must be used. In any other case, application must be made to the South Australian Civil and Administrative Tribunal.*

**To:** *[insert name of landlord/agent]* **of** *[insert address of landlord/agent]*

1. I give notice of termination of a residential tenancy agreement between me as tenant and you as landlord in respect of the premises at: *[insert address of rented premises]*
2. I will deliver up possession of the premises to you on *[insert hand-over date]*.

**Note—**

*The hand-over date must be at least 21 days from the date of this notice, or a period equivalent to a single rental period of your tenancy (whichever is longer).*

**Example—**

*If you pay rent monthly, instead of giving 21 days notice, you would be required to give 1 calendar month's notice.*

Signature of tenant:

Date:

Full name of tenant:

Address of tenant:

**Service of notice**

This notice was served on *[insert date]* by:

*[Tick 1 box]*

- personally handing it to the landlord/agent
- mailing it to the landlord/agent
- placing it in the landlord's/agent's letterbox
- emailing it to the landlord/agent
- other *[please specify below]*

**Information for the tenant**

1. This notice may be served on the landlord, or on an agent of the landlord—
  - (a) personally; or
  - (b) by sending it by post addressed to the person at their last known place of residence, employment or business; or
  - (c) by leaving it in a letterbox or other place where it is likely to come to the person's attention at their last known place of residence, employment or business; or
  - (d) by email to an email address provided by the person for the purposes of service under the Act.
2. You should retain a copy of this notice.

**Termination information**

1. When the tenant vacates the premises, they should leave them in a reasonable condition and in a reasonably clean state. If they are not, the landlord may recover from the bond, or from the tenant directly, the costs required to remediate the premises (with supporting evidence showing the condition of the premises compared to the start of the tenancy, which demonstrates more than wear and tear).

2. The tenant and landlord (or an agent) should arrange to meet at the premises at an agreed time. They can then inspect the premises and note on the Inspection Sheet (which was filled in and received at the start of the tenancy) the state of cleanliness of the premises and any damage that has occurred during the tenancy. The tenant and landlord can then decide how much of the bond should be paid to each.
3. If possible, the tenant and landlord should agree on how the bond should be paid. If the tenant and landlord do agree, both should complete and sign the Refund of Bond form and lodge it with Consumer and Business Services. Make sure that the tenant's forwarding address is included on the form so that all or part of the bond, or any future correspondence, can be sent there. If agreement cannot be reached, Consumer and Business Services should be contacted.
4. When the tenant vacates the premises, the tenant should ensure that the tenant leaves all the keys, remote controls and security devices with the landlord or agent, and notifies the electricity entity, gas company, Australia Post, Telstra etc, so that the new tenants do not use gas, electricity and the telephone on the tenant's accounts, and so that mail can be forwarded.

**Form 17—*Residential Tenancies Act 1995* (section 86A)**

**Notice of termination by tenant at end of fixed term tenancy  
(General Form)**

**Note—**

*A tenant may end a fixed term residential tenancy agreement at the end of the fixed term without specifying a ground of termination after giving at least 28 days notice to the landlord/agent. If notice is not given, the agreement continues for a periodic tenancy, with a tenancy period equivalent to the interval between rental payment times under the agreement and with terms of agreement that in other respects are the same as those applying under the agreement immediately before the end of the fixed term.*

**To:** *[insert name of landlord/agent]*

I give you notice that I will deliver up vacant possession of the premises at:

**Address of premises:** *[insert address of rented premises]*

on: *[insert date the fixed term ends]*

being a date that is not less than 28 days before this notice is given.

Signature of tenant:

Date:

Full name of tenant:

Address of tenant:

**Service of notice**

This notice was served on *[insert date]* by:  
*[Tick 1 box]*

- personally handing it to the landlord/agent
- mailing it to the landlord/agent
- placing it in the landlord's/agent's letterbox
- emailing it to the landlord/agent
- other *[please specify below]*

**Information for the tenant**

1. This notice may be served on the landlord, or on an agent of the landlord—
  - (a) personally; or
  - (b) by sending it by post addressed to the person at their last known place of residence, employment or business; or
  - (c) by leaving it in a letterbox or other place where it is likely to come to the person's attention at their last known place of residence, employment or business; or
  - (d) by email to an email address provided by the person for the purposes of service under the Act.
2. You should retain a copy of this notice.

**Termination information**

1. When the tenant vacates the premises, they should leave them in a reasonable condition and in a reasonably clean state. If they are not, the landlord may recover from the bond, or from the tenant directly, the costs required to remediate the premises (with supporting evidence showing the condition of the premises compared to the start of the tenancy, which demonstrates more than wear and tear).
2. The tenant and landlord (or an agent) should arrange to meet at the premises at an agreed time. They can then inspect the premises and note on the Inspection Sheet (which was filled in and received at the start of the tenancy) the state of cleanliness of the premises and any damage that has occurred during the tenancy. The tenant and landlord can then decide how much of the bond should be paid to each.
3. If possible, the tenant and landlord should agree on how the bond should be paid. If the tenant and landlord do agree, both should complete and sign the Refund of Bond form and lodge it with Consumer and Business Services. Make sure that the tenant's forwarding address is included on the form so that all or part of the bond, or any future correspondence, can be sent there. If agreement cannot be reached, Consumer and Business Services should be contacted.



4. When the tenant vacates the premises, the tenant should ensure that the tenant leaves all the keys, remote controls and security devices with the landlord or agent, and notifies the electricity entity, gas company, Australia Post, Telstra etc, so that the new tenants do not use gas, electricity and the telephone on the tenant's accounts, and so that mail can be forwarded.

**Form 18—*Residential Tenancies Act 1995* (section 86B)**

**Notice of termination by tenant where agreement frustrated**

**To:** *[insert name of landlord/agent]*

I give notice of termination of a residential tenancy agreement between me as tenant and you as landlord in respect of the premises at:

**Address of premises:** *[insert address of rented premises]*

on the ground that—

- the premises have been destroyed or rendered uninhabitable
- the premises have ceased to be lawfully usable for residential purposes
- the premises have been acquired by compulsory process  
*A tenant may terminate a tenancy on any of these grounds immediately.*

I give you notice that I will deliver up vacant possession of the premises on *[insert hand-over date]*

Signature of tenant:

Date:

Full name of tenant:

Address for service of tenant:

**Service of notice**

This notice was served on *[insert date]* by:  
*[Tick 1 box]*

- personally handing it to the landlord/agent
- mailing it to the landlord/agent
- placing it in the landlord's/agent's letterbox
- emailing it to the landlord/agent
- other *[please specify below]*

**Information for the tenant**

1. This notice may be served on the landlord, or on an agent of the landlord—
  - (a) personally; or

- (b) by sending it by post addressed to the person at their last known place of residence, employment or business; or
  - (c) by leaving it in a letterbox or other place where it is likely to come to the person's attention at their last known place of residence, employment or business; or
  - (d) by email to an email address provided by the person for the purposes of service under the Act.
2. You should retain a copy of this notice.

### **Termination information**

1. When the tenant vacates the premises, they should leave them in a reasonable condition and in a reasonably clean state (however this obligation may not apply if the premises are rendered uninhabitable). If they are not, the landlord may recover from the bond, or from the tenant directly, the costs required to remediate the premises (with supporting evidence showing the condition of the premises compared to the start of the tenancy, which demonstrates more than wear and tear).
2. The tenant and landlord (or an agent) should arrange to meet at the premises at an agreed time. They can then inspect the premises and note on the Inspection Sheet (which was filled in and received at the start of the tenancy) the state of cleanliness of the premises and any damage that has occurred during the tenancy. The tenant and landlord can then decide how much of the bond should be paid to each.
3. If possible, the tenant and landlord should agree on how the bond should be paid. If the tenant and landlord do agree, both should complete and sign the Refund of Bond form and lodge it with Consumer and Business Services. Make sure that the tenant's forwarding address is included on the form so that all or part of the bond, or any future correspondence, can be sent there. If agreement cannot be reached, Consumer and Business Services should be contacted.
4. When the tenant vacates the premises, the tenant should ensure that the tenant leaves all the keys, remote controls and security devices with the landlord or agent, and notifies the electricity entity, gas company, Australia Post, Telstra etc, so that the new tenants do not use gas, electricity and the telephone on the tenant's accounts, and so that mail can be forwarded.

#### **Editorial note—**

As required by section 10AA(2) of the *Legislative Instruments Act 1978*, the Minister has certified that, in the Minister's opinion, it is necessary or appropriate that these regulations come into operation as set out in these regulations.

# Draft

## Residential Tenancies (Miscellaneous) Amendment Regulations 2024 Amendment of *Residential Tenancies Regulations 2010*—Part 2

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### Made by the Governor

with the advice and consent of the Executive Council  
on

No            of 2024