

# Termination of tenancy after COVID-19 moratorium



## Step 1 - Was the tenant COVID-Impacted during the moratorium period?

During the **moratorium period**, between April 2020 -26 March 2021,

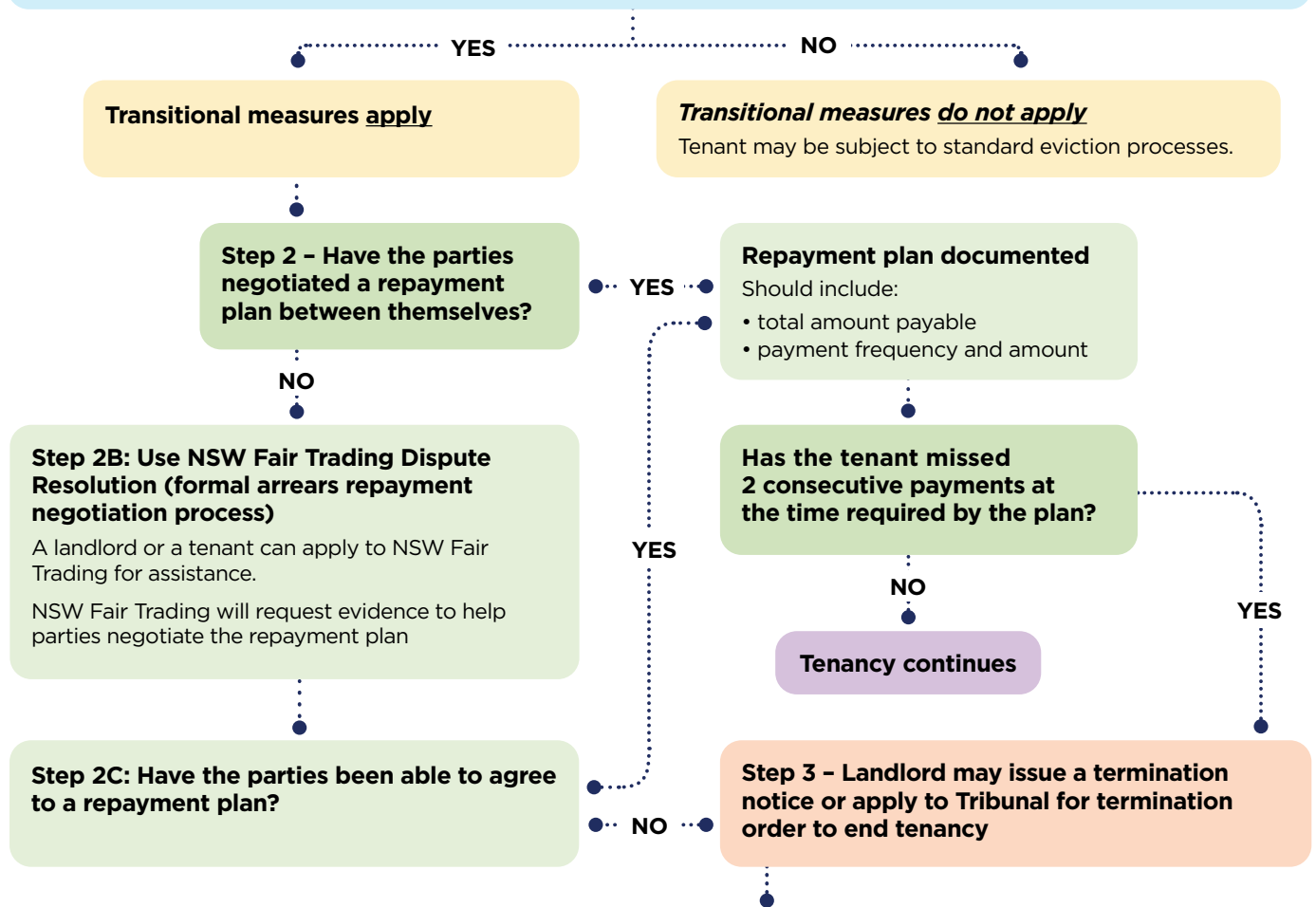
- A) Did one or more rent-paying members of the household:
- i) lose their employment, income or work hours due to COVID-19, **OR**
  - ii) have to stop working or substantially reduce work hours due to illness with COVID-19, another member of the household's illness with COVID-19 or to care for a household or family member with COVID-19? **AND**
  - iii) did this result in a reduction in the weekly household income (including government assistance) of at least 25%?

If so, the tenant was an **'impacted tenant'**.

B) Did the 'impacted tenant' fail to pay rent or charges under their lease during the moratorium period that:

- i) were payable, **AND**
- ii) were not paid (either with or without the agreement of the landlord) **AND**
- iii) are still owing?

If so, these are **'arrears'**.



Landlord **cannot** issue a termination notice unless:

1. if *no repayment plan is in place*, they have participated in the formal arrears repayment negotiation process in good faith; **OR**
2. if *a repayment plan is in place*, the tenant has missed more than two consecutive repayments; **AND**
3. it is fair and reasonable to do so.

In deciding whether it would be fair and reasonable, the Tribunal will consider:

- the steps taken by the landlord and tenant to negotiate a repayment plan
- any payments made by the tenant towards the arrears,
- the general financial position of, and any financial hardship experienced by, the, landlord or tenant;
- the availability and affordability of reasonable alternative accommodation for the tenant; and
- any special vulnerability of the impacted tenant.

Decision and orders made by NCAT

End of tenancy