

Notice To Terminate Tenancy Agreement

By Landlord/Agent

under the Residential Tenancies Act 2010

Please complete this form using a black pen in BLOCK LETTERS

To:
(name of tenant/s)

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

Address of premises
.....Postcode.....

On: ____/____/____ (insert date on which tenant is required to vacate premises)

NB: Unless this notice is being given for the end of fixed term tenancy you can vacate and hand back possession any time prior to this date and your responsibility to pay rent ceases from that date (section 110).

This notice is being given on the following grounds:

(tick appropriate box to indicate the grounds/reason and complete details as required)

End of fixed term tenancy: 30 days minimum notice required (Section 84)

Termination of periodic tenancy without a reason: 90 days notice (Section 85)

(NB: if tenant is COVID-19 impacted and accrued arrears during the moratorium period¹, termination must also be fair and reasonable)

(NB: cannot be used for tenancies over 20 years)

(NB: for employee or caretaker residential tenancy agreements or arrangements, the termination date in the notice must be on or after the end of the notice period for termination in the agreement or arrangement, or at least 28 days after the day on which the notice is given – whichever is the later date).

Sale of premises (landlord has entered into contract for sale dated ____ / ____ / ____ requiring them to give vacant possession to purchaser): 30 days notice (Section 86)

Tenant is impacted by COVID-19 and accrued arrears during the moratorium period¹ - Non-payment of rent, water usage charges or charges for supply of electricity, gas or oil: 14 days notice (Section 88)

(NB: notice may only be given where the landlord has participated, in good faith, in a formal arrears repayment negotiation process with the impacted tenant, and it is fair and reasonable in the circumstances for the landlord to give the termination notice)

(NB: tenant must be at least 14 days behind with their rent at the time of service. If after serving this notice the tenant pays all the rent owing or enters into and fully complies with an agreed repayment plan the tenant is able to stay in the premises and continue the tenancy, unless the landlord/agent applies for and successfully obtains a termination order due to the tenants frequent failure to pay rent on time).

Tenant is not impacted by COVID-19 - Non-payment of rent, water usage charges or charges for supply of electricity, gas or oil: 14 days notice (Section 88)

(NB: tenant must be at least 14 days behind with their rent at the time of service. If after serving this notice the tenant pays all the rent owing or enters into and fully complies with an agreed repayment plan the tenant is able to stay in the premises and continue the tenancy, unless the landlord/agent applies for and successfully obtains a termination order due to the tenants frequent failure to pay rent on time).

Other breach of agreement, besides unpaid rent: 90 days notice (Section 87)

The tenant has breached clause/s.....of the residential tenancy agreement dealing with.....

Death of the tenant: No minimum notice period (Section 108)

Premises destroyed or wholly or partly uninhabitable/cease to be useable as a residence/ appropriated/acquired by authority by compulsory process: (cross out whichever not applicable). No minimum notice period (Section 109)

¹ To determine whether the tenant is impacted by COVID-19 and accrued arrears during the moratorium period, visit the [Fair Trading website](#).

SERVICE OF NOTICE (section 223)

- Notice given by:**
- Delivering it to the tenant in person
 - Mailing it to the tenant (allow 7 working days for service)
 - Personally putting it in the tenant's letterbox, in an envelope addressed to the tenant
 - Delivering it to somebody in person over 16 at the premises
 - Emailing it to the tenant's specified email address for the service of documents

..... /...../.....
(signature of landlord or agent) (date delivered/posted/emailed)

Name of landlord/agent.....

Contact phone number of landlord/agent.....

For information about your rights and obligations as a tenant, contact:

- NSW Fair Trading on 13 32 20 or www.fairtrading.nsw.gov.au
- Law Access NSW on 1300 888 529 or www.lawaccess.nsw.gov.au
- your local Tenants Advice and Advocacy Service at www.tenants.org.au

INFORMATION FOR THE LANDLORD

- Once completed you should retain a copy of this notice for your own records.
- A notice of termination for a periodic agreement may specify a day other than the last day of a period for the payment of rent as the termination date.
- If the notice is posted at least 7 working days should be added to the date of posting to allow for delivery. It is recommended not to send notices by registered mail.
- If you leave the notice in the tenant's letterbox it needs to be in an envelope addressed to the tenant. You may wish to have someone accompany you so that the service of the notice can be witnessed.
- You can apply directly to the NSW Civil Administrative Tribunal for an order to end the tenancy immediately in certain situations, including serious damage to the premises, serious injury to persons, illegal use of the premises or threats, abuse, intimidation or harassment.
- When determining the day on or by which the tenant is requested to vacate the period is counted in calendar days, starting the day after notice is given. Where that day turns out to be a Sunday or Public Holiday it may be a good idea to make the vacation date the next working day.
- If you have 2 or more tenants on the same lease, this notice is duly given if given to any one of them.
- This notice can be revoked at any time with the agreement of the tenant. If the notice is revoked you can give a further notice on the same ground at a later time.
- After you issue a notice you can issue a further notice on a different ground. For example, if you issue 90 days notice for termination of periodic tenancy without a reason, and the tenant then stops paying the rent, you can issue a non-payment of rent notice.

INFORMATION FOR THE TENANT

- If you dispute the grounds (reasons) on which this notice was given you should first attempt to resolve it by contacting the landlord or agent.
- If you fail to leave the premises by the specified day the landlord/agent may apply to the NSW Civil Administrative Tribunal for an order terminating the agreement. In the case of non-payment of rent a termination order can be applied for on the same day or any time after the notice is served. A 30 day time limit from the termination date applies to all termination applications to the Tribunal.
- You can apply to the Tribunal to have this notice declared void and of no effect if you believe it was issued for retaliatory reasons.
- If you do not vacate your tenancy can only be ended by the Sheriff enforcing a warrant for possession issued by the Tribunal. Penalties can be imposed on a landlord, agent or any other person who seeks to remove you from the premises other than by following the correct process.
- Except where this notice is issued because the fixed term period is ending, you are able to vacate and hand back possession at any time before the date you have been requested to vacate. You do not have to give your own notice, you only have to pay rent to the date possession is given.
- If this notice has been issued due to non-payment of rent, if you pay all the rent owing or if you enter into and fully comply with a repayment plan agreed with the landlord/agent, you will be able to stay in the premises and continue your tenancy unless the landlord/agent applies for and successfully obtains a termination order due to your frequent failure to pay rent on time (see sections 88 & 89 of the Act).
- It is your responsibility to leave the premises as near as possible in the same condition, fair wear and tear excepted, as set out in the original condition report.
- When you vacate the premises, make sure that you return all keys to the landlord or landlord's agent, supply a forwarding address, make arrangements for a final inspection to be done, notify your utility companies and other relevant parties, and make arrangements for your mail to be forwarded.