

# Final End of Tenancy Survey Questions

Effective 2<sup>nd</sup> August 2021

\* = Mandatory question all respondents are required to answer

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| <p><b>1. *At the time of ending the tenancy, was the tenancy a:</b></p> <ul style="list-style-type: none"><li>a. Fixed-term agreement (e.g. a 3, 6 or 12-month agreement)</li><li>b. Periodic agreement (a 'rolling lease' where the fixed-term has expired or no fixed term is set)</li></ul>   |
| <p><b>2. *How did this tenancy end?</b></p> <ul style="list-style-type: none"><li>a. Termination notice from the tenant, no Tribunal order made</li><li>b. Termination notice from the landlord or agent, no Tribunal order made</li><li>c. Termination by Tribunal order</li><li>d. Tenant abandoned the property and no Tribunal order was made (note: abandonment happens where the tenant has moved out and stopped paying rent)</li><li>e. The landlord and tenant agreed to end the tenancy and no notice was served</li></ul> |
| <p><b>3. How did the tenancy end by Tribunal order? (if 2c selected - Tribunal order)</b></p> <ul style="list-style-type: none"><li>a. Tenant applied to the Tribunal</li><li>b. Landlord or agent applied to the Tribunal</li><li>c. Mortgagee repossession orders were issued by the Supreme Court</li></ul>   |

<b>4. Why did the tenancy end? (if 1a selected- fixed term agreement)</b>			
<b>If termination notice from tenant (2a)</b>	<b>If termination notice from the landlord or agent (2b)</b>	<b>If termination by tribunal order – tenant applied (3a)</b>	<b>If termination by tribunal order- landlord or agent applied (3b)</b>
<p><b>a.</b> End of the fixed term agreement (e.g. terminated at the end of a 3, 6 or 12-month agreement)</p> <p><b>b.</b> Tenant chose to relocate to different accommodation</p> <p><b>c.</b> Breach of agreement by landlord</p> <p><b>d.</b> Domestic violence</p> <p><b>e.</b> Tenant accepted social housing accommodation</p> <p><b>f.</b> The landlord notified the tenant of their intention to sell the property</p> <p><b>g.</b> Rent increase during a long-term fixed agreement of 2 years or more</p> <p><b>h.</b> Other (e.g. termination by cotenant of own tenancy, the tenant accepted a place in an aged care facility, the landlord failed to make a required disclosure to the tenant before the tenancy agreement was signed)</p>	<p><b>a.</b> End of the fixed term agreement</p> <p><b>b.</b> Landlord signed a contract to sell the property</p> <p><b>c.</b> Breach of agreement by tenant – the rent was not paid on time</p> <p><b>d.</b> Breach of agreement by tenant – other reason</p> <p><b>e.</b> Other (e.g. the premises have been destroyed, are uninhabitable or unusable)</p>	<p><b>a.</b> End of the fixed term agreement</p> <p><b>b.</b> Breach of agreement by landlord</p> <p><b>c.</b> Hardship to the tenant</p> <p><b>d.</b> Co-tenant ended own tenancy</p> <p><b>e.</b> Order for end of co-tenancy due to domestic violence</p> <p><b>f.</b> Other (e.g. the property has been destroyed, is uninhabitable or unusable, the landlord failed to make a required disclosure to the tenant before the tenancy agreement was signed)</p>	<p><b>a.</b> End of the fixed term agreement (e.g. terminated at the end of a 3, 6 or 12-month agreement)</p> <p><b>b.</b> Landlord signed a contract to sell the property</p> <p><b>c.</b> Breach of the tenancy agreement by tenant – the rent was not paid on time</p> <p><b>d.</b> Breach of agreement by tenant – other reason</p> <p><b>e.</b> Hardship to the landlord</p> <p><b>f.</b> Tenant abandoned the premises (note: abandonment happens where the tenant has moved out and stopped paying rent without valid notice)</p> <p><b>g.</b> End of long term tenancy</p> <p><b>h.</b> Other (e.g. serious damage or injury by tenant or occupant, use of property for illegal purposes, threat, abuse, intimidation or harassment by the tenant or occupant, property has been destroyed, is uninhabitable or unusable)</p>

<b>4. Why did the tenancy end? (if 1b selected- periodic agreement)</b>			
<b>If termination notice from tenant (2a)</b>	<b>If termination notice from the landlord or agent (2b)</b>	<b>If termination by tribunal order – tenant applied (3a)</b>	<b>If termination by tribunal order- landlord or agent applied (3b)</b>
<ul style="list-style-type: none"> <li>a. End of the periodic agreement</li> <li>b. Tenant chose to relocate to different accommodation</li> <li>c. Breach of agreement by landlord</li> <li>d. Domestic violence</li> <li>e. Tenant accepted social housing accommodation</li> <li>f. The landlord notified the tenant of their intention to sell the property</li> <li>g. Other (e.g. termination by cotenant of own tenancy, the tenant accepted a place in an aged care facility, the landlord failed to make a required disclosure to the tenant before the tenancy agreement was signed)</li> </ul>	<ul style="list-style-type: none"> <li>a. End of the periodic agreement</li> <li>b. Landlord signed a contract to sell the property</li> <li>c. Breach of agreement by tenant – the rent was not paid on time</li> <li>d. Breach of agreement by tenant – other reason</li> <li>e. Other (e.g. the property has been destroyed, is uninhabitable or unusable)</li> </ul>	<ul style="list-style-type: none"> <li>a. End of the periodic agreement</li> <li>b. Breach of agreement by landlord</li> <li>c. Co-tenant ended own tenancy</li> <li>d. Order for end of co-tenancy due to domestic violence</li> <li>e. Other (e.g. the property has been destroyed, is uninhabitable or unusable, the landlord failed to make a required disclosure to the tenant before the tenancy agreement was signed)</li> </ul>	<ul style="list-style-type: none"> <li>a. End of the periodic agreement</li> <li>b. Landlord signed a contract to sell the property</li> <li>c. Breach of agreement by tenant – the rent was not paid on time</li> <li>d. Breach of agreement by tenant – other reason</li> <li>e. Hardship to the landlord</li> <li>f. Tenant abandoned the premises (note: abandonment happens where the tenant has moved out and stopped paying rent without valid notice)</li> <li>g. End of long term tenancy</li> <li>h. Other (e.g. serious damage or injury by tenant or occupant, use of property for illegal purposes, threat, abuse, intimidation or harassment by the tenant or occupant, property has been destroyed, is uninhabitable or unusable)</li> </ul>

<p><b>5. What evidence was used for the domestic violence notice?</b> <i>(if 4d selected – termination due to domestic violence)</i></p> <ul style="list-style-type: none"><li>a. Domestic Violence Order</li><li>b. Family Law injunction</li><li>c. Certificate of conviction</li><li>d. Declaration from an authorised person (such as a medical or other health practitioner, or a person registered with the Australian Association of Social Workers)</li></ul>
<p><b>6. *What was the rent amount at the end of the tenancy?</b></p> <p>Free text answer</p>
<p><b>7. *Was the rent amount entered in the previous questions paid?</b></p> <ul style="list-style-type: none"><li>a. Weekly</li><li>b. Fortnightly</li><li>c. Monthly</li></ul>
<p><b>8. *Did the tenancy come to an end because the tenant or landlord was impacted by COVID-19?</b></p> <ul style="list-style-type: none"><li>a. Yes</li><li>b. No</li></ul>