



Notice to Terminate

Tenants can use a Notice to Terminate to end their lease for the following reasons:

- a) The landlord/agent has failed to carry out repairs (that are not the fault of the tenant) within the time prescribed under the Act or Lease
- b) The landlord/agent has breached provisions of the Residential Tenancy Act or the Lease
- c) If the Lease is for a non-fixed period (has NO end date) and the tenant wishes to end the Lease.

Tenants must give **14 clear days** notice (except for boarding premises where it is **2** clear days). During this time rent is still due.

In the case of **repairs**, if a landlord/agent fixes the problem during the notice period, the tenant may still terminate the agreement at the end of the notice period.

In all **other breaches**, if the landlord/agent fixes the problem within the notice period, then the Notice to Terminate is of no effect and the lease continues.

A Notice to Terminate **must** include the:

1. Date of service of the Notice
2. Landlord/Agent name
3. Tenant/s name
4. Premises to which the Notice applies
5. Reason/s for the Notice
6. Date that the Notice takes effect

All **6** of these are on our Notice to Terminate pro-forma



Residential Tenancy Act 1997

Notice to Terminate

(pursuant to Section 37, Section 38, Section 39 and Section 40 of the Act)

Date of Service: / /

Landlord / Agent Name: _____

Tenant/s Name: _____

Please take notice that I/we will be vacating the residential premises situated at:

Reason(s) for Notice: (with reference to Section 38 of the Act)

This Notice takes effect as of:

_____ am/pm on the _____ day of _____ 20 _____

This is ___ days from the service of the Notice upon you today.

Tenant/s Signature: _____

Date: / /