

Notice to terminate tenancy agreement

By Landlord or Agent under the Residential Tenancies Act 2010

Please complete this form using a black pen in BLOCK LETTERS

Name of tenant/s:

I give you notice to leave the premises and give vacant possession (move out) of:

Address of premises:

Postcode:

On dd/mm/yyyy (insert **termination date** on which tenant is required to vacate premises)

Note: refer to the table for minimum notice periods required to be given to the tenant
refer to the table for supporting documents or information that must be given for certain grounds

Reason for termination

This notice is being given on the following ground:

(select option to indicate the ground, and complete details as required)

☐

Actual sale of premises (Section 87D)

The landlord has sold the property and the contract for sale requires vacant possession.

Note: supporting documents must accompany this termination notice if using this ground.

☐

Proposed sale of premises (Section 87E)

The premise will be offered for sale with vacant possession.

Note: supporting documents must accompany this termination notice if using this ground.

☐

Significant renovations or repairs (Section 87F)

The premises will be subject to significant renovations or repairs that require vacant possession for the work to be carried out. The renovations or repairs will start within 2 months of the termination date.

Note: supporting documents must accompany this termination notice if using this ground. This ground cannot be used for a premises subject to a repair order (Section 65) or rectification order (Section 65C).

☐

Demolition of premises (Section 87G)

The premises will be demolished. The demolition will start within 2 months of the termination date.

Note: supporting documents must accompany this termination notice if using this ground.

☐

Not used as rented residential premises (Section 87L)

The premise will no longer be used as a rented residential premises and will be used for other purposes for at least 12 months.

Note: supporting documents must accompany this termination notice if using this ground.

☐ **Landlord or family will reside at the premises** (Section 87M)

The landlord or a family member who is a relevant person will reside at the premise for at least 6 months.

Note: supporting documents must accompany this termination notice if using this ground.

A relevant person can include a spouse or de facto partner of the landlord. It can also include the landlord or their partner's grandparent, parent, aunt/uncle, sibling, child, grandchild, niece/nephew, first cousin, or a dependent of the landlord who usually resides with them.

☐ **Breach of tenancy agreement:** (Section 87C)

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

The conduct causing the breach is/was:

☐ **Non-payment of rent, water usage charges or charges for supply of electricity, gas or oil** (Section 88)

The tenant is 14 days or more behind with the payment of their rent, water or utility charges.

Note: 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 frequent failure to pay rent or charges on time.

☐ **Employee and caretaker residential tenancy agreements** (Section 87N)

The tenancy agreement is an employee or caretaker agreement, and the employee or caretaker arrangement has ended.

☐ **Property is uninhabitable – agreement frustrated** (Section 109)

The property has become uninhabitable, is partially destroyed or has been compulsorily acquired.

☐ **Death of a sole tenant** (Section 108)

There was one tenant on the agreement and the tenant has passed away.

Note: this termination notice must be given to the tenant's legal personal representative.

Supporting information and documents (Section 85)

A **Termination Information Statement** must be given to the tenant with this termination notice.

Certain grounds for termination also require supporting documents to be given to the tenant with this termination notice. See table B.

Service of notice (Section 223)

Notice given by:

- ☐ Delivering it to the tenant in person.
- ☐ Mailing it to the tenant (allow 7 business 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: dd/mm/yyyy

Name of landlord/agent:

Contact phone number of landlord/agent:

More information

For information about your rights and obligations as a Landlord/Agent, contact::

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

Information for the landlord

- You should retain a copy of this notice for your own records.
- The termination date does not have to align with rent payment periods.
- The notice period will begin the day after the termination notice is given to the tenant. Notice periods include all days of the week, including weekends and holidays.
- If you have 2 or more tenants on the same lease, this termination notice is valid if given to any one of them.
- 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.
- After you give this termination notice, you can give another termination notice on a different ground. For example, if you give 90 days' notice to end a periodic tenancy, and the tenant then stops paying rent, you can issue a termination notice for non-payment of rent. The tenant should follow the termination notice with the earliest termination date.
- The grounds listed in this termination notice are not the only way for you to end a tenancy. Other grounds are available, including some that require an application directly to the NSW Civil Administrative Tribunal (the Tribunal). The Tribunal can grant an order to end the tenancy in certain situations, including serious damage to the premises, serious injury to persons, illegal use of the premises or threats, abuse, intimidation or harassment.
- This termination notice can be revoked at any time (with the agreement of the tenant). If the notice is revoked, you can still give a further notice on the same ground or a different ground at a later time.

Minimum notice periods

You must give at least the minimum amount of notice.

Days marked with an asterisk (*) can have a termination date before the end of a fixed term agreement.

Ground for ending tenancy	Fixed term 6 months or less	Fixed term more than 6 months	Periodic
Actual sale of premises	30 days	30 days	30 days
Proposed sale of premises	60 days	90 days	90 days
Significant renovations/repairs	60 days	90 days	90 days
Not used as rented residential premises	60 days	90 days	90 days
Landlord or family will reside at premises	60 days	90 days	90 days
Breach of agreement by tenant	14 days*	14 days*	14 days
Non-payment of rent or charges	14 days*	14 days*	14 days
End of employee or caretaker agreement	Whichever is longer: • 30 days, or • the notice period specified in the employee or caretaker agreement		
Property is uninhabitable	Immediate – no minimum notice period*		
Death of sole tenant	Immediate – no minimum notice period*		

Supporting documents or information required

There is specific information that must be shown in these supporting documents. Information that is not required to be shown can be redacted. To learn more, go to nsw.gov.au/renting.

Ground for termination	You must give the following supporting documents
Actual sale of premises	• a copy or partial copy of the contract for sale of the premises OR • a written statement from your solicitor or conveyancer confirming the property has been sold
Proposed sale of premises	• a copy of the proposed contract for sale of the premises OR • a copy or partial copy of an agency agreement between you and a real estate agent for the sale of premises.
Significant renovations or repairs to premises	• a written statement signed and dated by you that explains when the works will start, why they are significant and that the property must be vacant for them to be done properly
Demolition of premises	• a written statement signed and dated by you that states the day the demolition starts AND • a copy or partial copy of a contract for the demolition AND • a copy of a development consent (if required) AND • a copy of a development control order (if applicable).
Not used as rented residential premises	• a written statement signed and dated by you stating what the premises will be used for and confirming it won't be used as a rental home for least 12 months AND IF applicable • For property to be used for a business –either the Australian Business Number (ABN), or a copy of a relevant development consent or licence number for the business, or • For property to be used as short-term rental accommodation (STRA) – proof of registration on the STRA register.
Landlord or family will reside at the premises	• a written statement signed and dated by you stating that you or your family member will live in the premises for at least 6 months, • If a family member –you must also give their relation to you. AND IF • a family member is moving in (without you) -a written statement signed and dated by that family member stating their relationship to you, and that they will live in the premises for at least 6 months.