Termination Information Statement

Landlords or agents must give all tenants a **Termination Information Statement** when giving a termination notice to end a residential tenancy agreement.

Make sure you read this information statement carefully.

Ending a tenancy

A tenancy agreement is a legally binding agreement that can only be ended in certain ways and for certain reasons under the *Residential Tenancies Act 2010* (the Act).

Termination notice must be given

If a landlord wants to end a tenancy agreement, the landlord or agent must give you a written termination notice. The only exception is for reasons that allow the landlord to apply directly to the NSW Civil and Administrative Tribunal (the Tribunal).

The termination notice must be in writing, signed by the landlord or their agent and must include:

- the address of the rented property
- the date you must move out
- the reason the tenancy is being ended, and
- documents that support the reason for ending the tenancy (if applicable).

Reasons a landlord can give a termination notice

The landlord may give you a termination notice if:

- you have breached the agreement (including for non-payment of rent or utilities),
- the property:
  - has been sold or is being offered for sale as a vacant property,
  - needs to be vacant for significant renovations or repairs,
  - will be demolished,
  - will no longer be used as a rented residential home, or
  - will be occupied by the landlord or their family,
- you are in student accommodation and are no longer a student,
- you are no longer eligible for social housing, an affordable housing scheme or a transitional housing program,
- you are in social housing and:
  - have not accepted an offer of an alternative property, or
  - have refused or breached an acceptable behaviour agreement,
- the property was part of an affordable housing scheme or transitional housing program that has ended,
- the property is part of a key worker housing scheme and is needed for key workers,
- the agreement is an employee or caretaker tenancy agreement that has ended,
- you are the legal representative of a tenant who has passed away,
- the agreement is frustrated (for example, if the property becomes unlivable), or
- the tenant no longer lives in the property and the landlord requires other remaining occupants to leave.

Landlords or agents may be subject to heavy penalties where a termination notice is given for a reason that is not genuine.

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Supporting documents must be given with a termination notice for certain reasons

Your landlord or agent must provide you with supporting documents if they give you a termination notice because the property:

- has been sold or is being offered for sale as a vacant property,
- needs to be vacant for significant renovations or repairs,
- will be demolished,
- will no longer be used as a rented residential home, or
- will be occupied by the landlord or their family.

Documents that need to be given to you with a termination notice are shown at the end of this Termination Information Statement.

Landlords and agents may be subject to heavy penalties for giving false or misleading supporting documents.

Disputing a termination notice

If you believe there is an issue with a termination notice, you should contact the landlord or agent to attempt to resolve it.

Otherwise, you can apply to the Tribunal if you believe the termination notice:

- was not given properly,
- was given on a ground that is not genuine, or
- is retaliatory, for example it was given because you asked for repairs.

You may wish to seek advice from a Tenants Advice and Advocacy Service before applying to the Tribunal. These services are available across NSW to provide advice, information and advocacy to tenants. Visit the Tenants' Union website at tenants.org.au.

You can also contact Fair Trading for information about rights and responsibilities or to lodge a complaint. Fair Trading can investigate a landlord or agent for possible breaches of the Act, including if a termination notice is given for a reason that was not genuine, or was given with false or misleading documentation.

For non-payment of rent or utilities

If you receive a termination notice for non-payment of rent or utilities but have since paid the amount owed or agreed to a repayment plan with the landlord, you are not required to leave the property.

However, the landlord can apply to the Tribunal to end the agreement if you are frequently late with rent or utilities payments, regardless of whether they were later repaid.

Notice periods for you to leave the property

Your termination notice should include the date you are required to leave the property.

The amount of time you are given before that date will depend on the reason for the termination, and the type of agreement you have.

For periodic agreements, you generally have at least 90 days notice to leave the property.

For fixed term agreements, you generally have at least 60 to 90 days to leave the property and you cannot be required to leave before the end of a fixed term.

Some reasons may have shorter notice periods, like for breach of the agreement.

Please visit nsw.gov.au/housing-and-construction/rules/minimum-notice-periods-for-ending-a-residential-tenancy for further information about the notice periods that apply.

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Leaving the property before your termination date

If you are under a periodic agreement, you can leave the property at any time before the date on the termination notice. You are not required to pay rent after you have left the property.

If you are under a fixed term agreement, you may leave the property before the termination date without breaking the lease. To do this, you must give your landlord an early exit notice. The notice must state the date you will leave, and be given to the landlord or agent at least 14 days before that date. You are not required to pay rent after the end date set out in your early exit notice if you have left the property.

An early exit notice also cannot be given any earlier than:

- 60 days before the end of the agreement – for fixed term agreements of 6 months or less, or
- 90 days before the end of agreement – for fixed term agreements of more than 6 months.

An early exit notice cannot be given for termination due to a frustrated agreement or because the tenant breached the lease.

If you do not leave the property by the termination date

Your tenancy ends once you give vacant possession of the property to the landlord. If you do not leave by the termination date on the notice, the landlord or agent can apply to the Tribunal for termination and possession orders. If you do not comply with the Tribunal order, a Sheriff's Officer can legally remove you from the property under a warrant for possession.

You cannot be locked out of your home under any circumstances unless a Sheriff's Officer is enforcing a warrant for possession issued by the Tribunal or a court.

Assistance and support

Visit nsw.gov.au/renting or call 13 32 20 for more information about laws for renting.

Contact us

T: 13 32 20

W: nsw.gov.au/fair-trading

For language assistance, call 13 14 50 (*ask for an interpreter in your language*)

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This publication must not be relied on as legal advice. For more information about this topic, refer to the appropriate legislation.

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More information

Supporting documents or information that must be given with a termination notice

Your landlord or agent must provide you with supporting documents if they provide you with a termination notice for the following reasons:

Property has been sold

- a copy or partial copy of the contract for sale of the property, or
- a written statement from the landlord's solicitor or conveyancer confirming the sale.

Property is offered for sale

- a copy of the proposed contract for sale of the property, or
- a copy or partial copy of the agency agreement between the landlord and a real estate agent for the sale of the property.

Property requires significant renovations or repairs

- a written statement from your landlord explaining when the works will start, why they are significant and that the property must be vacant for the work to be carried out properly.

Property will be demolished

- a written statement from the landlord with the start date of the demolition, and
- a copy of a development consent (if required), and
- a copy of a development control order for the demolition (if applicable), and
- a copy or partial copy of a contract for demolition of the property which includes a description of the demolition.

Property is no longer being used as a residential rented property

- a written statement from your landlord explaining how the property will be used and stating that the property will not be used as a rental property for at least 12 months, and
  - if the property will be used as a business – either the Australian Business Number, a copy of a relevant development consent, or a licence number for the business,
  - if the property will be used as short term rental accommodation (STRA) – proof of registration on the STRA register.

Landlord or their family will live at the property

- a written statement from the landlord explaining that they or their family member will live in the property for at least 6 months, and
- if a family member is moving in – a written statement from them confirming they are the landlord's family member and will live in the property.

A family member can include the landlord's spouse or de facto partner. It can also include the landlord or their partner's grandparent, parent, child, grandchild, sibling, aunt, uncle, niece, nephew, first cousin, or a dependent of the landlord that usually lives with them.

Your landlord must give certain information when ending the tenancy for the following reason:

No longer eligible for an affordable housing scheme or transitional housing program

- information about the reason you are no longer eligible.

If supporting documents are given, some information can be redacted or not included – please visit nsw.gov.au/renting for more detail.

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