|  |  |
| --- | --- |
| Notice to residential rental provider of rented premises   | Consumer Affairs Victoria |

**Residential Tenancies Act 1997** Sections 52, 63, 72, 72AA, 74, 91L, 91Z, and 91ZD

You may use this form to give notice to a residential rental provider (rental provider, formerly known as landlord) if you are a:

* renter of rented premises; or
* specialist disability accommodation (SDA) resident under a residential rental agreement. This form refers to you as the ‘renter’ and an SDA provider as the ‘rental provider’.

If you are giving a notice of intention to vacate, you can only withdraw this notice in writing with the agreement of the rental provider. The notice must be signed by the rental provider to be effective.

If you are giving a notice of intention to vacate, you will need to give the rental provider the correct amount of notice (see the information last page).

# Part A – Information for the rental provider

A renter may use this form to give you notice that:

* they are terminating the residential rental agreement before moving in
* they intend to vacate because the premises have been destroyed or are unfit for human habitation
* they intend to vacate for other reasons
* they are the legal representative or next of kin of the tenant who is deceased
* they have caused or became aware of damage to the premises
* they have paid utility charges that are your responsibility and you require reimbursement
* non-urgent repairs are required
* they have arranged and paid for urgent repairs and require reimbursement.

## Seeking advice

For further information visit the renting section of the Consumer Affairs website at [www.consumer.vic.gov.au/renting](http://www.consumer.vic.gov.au/renting) or call 1300 55 81 81.

# Part B – Notice

1. Address of rented premises

|  |  |  |
| --- | --- | --- |
|  | Postcode |  |

1. Renters details

|  |  |
| --- | --- |
| Full name of **renter 1** |  |

|  |  |
| --- | --- |
| Full name of **renter 2** |  |

|  |  |
| --- | --- |
| Full name of **renter 3** |  |

|  |  |
| --- | --- |
| Full name of **renter 4** |  |

**Note:** If there are more than four renters, include details on an extra page.

1. Rental providers details

 Full name of rental provider (this cannot be an agent’s name)

|  |
| --- |
|  |

Rental provider address for serving documents (this can be an agent’s address)

|  |  |  |
| --- | --- | --- |
|  | Postcode |  |

Contact details

|  |  |
| --- | --- |
| Business hours |  |

|  |  |
| --- | --- |
| After hours |  |

|  |  |
| --- | --- |
| Email address |  |

1. Reason for notice – Intention to vacate

There are a number of reasons for a renter to terminate a rental agreement or vacate the rented premises. These are listed on page 6 of this form. The renter should select the relevant reason and section number required under the Act and write it in the box below.

The renter should also explain why the notice has been given. The explanation should provide enough information so the rental provider can understand why the notice has been given.

I am giving you notice that I intend to vacate the rented premises on:

|  |  |
| --- | --- |
| Termination date |  |

*Note: The termination date cannot be earlier than the minimum notice period. The notice period begins when the site owner is estimated to receive this notice (see question 9). Refer to the information below to determine the minimum notice period.*

|  |
| --- |
|  |

1. Reason for notice - Damage

|  |
| --- |
| **[ ]** I am notifying you of damage to, or breakdown of, facilities, fixtures, furniture or equipment you provided *(Please provide details below)* |
|  |

1. Reason for notice - Utility charges

|  |  |  |  |
| --- | --- | --- | --- |
| Go to the Consumer Affairs website [www.consumer.vic.gov.au/renting](http://www.consumer.vic.gov.au/renting) to find out which utility charges are the responsibility of the rental provider and which are the responsibility of the renter.I have paid utility charges that are your responsibility.

|  |  |  |
| --- | --- | --- |
| I require you to reimburse me $  |  | within 28 days. |

**[ ]** I have attached a copy of the account and the receipt or other evidence of payment. *You must attach these or the notice is invalid.* |

1. Reason for notice – Non-urgent repairs

|  |
| --- |
| **[ ]  I require you to carry out the** following non-urgent repairs within 14 days:*(Describe in detail below)* |
|  |

1. Reason for notice – Payment for urgent repairs

|  |
| --- |
| **[ ]  I notified you on / / that urgent repairs were needed to the rented premises**I arranged urgent repairs to the rented premises after being unable to get you to arrange the repairs. I require you to reimburse me the following amount within 7 days:Note: If the cost of the repairs is higher than $2,500, the rental provider will only be required to pay $2,500 - this is the maximum amount set by the *Residential Tenancies Act 1997*.**[ ]** I have described the repairs below *(renter should attach an invoice and any other proof of repairs):*  |
|  |

1. Delivery of this notice

• The notice period begins when the resident is estimated to receive this notice.

• For information on postage times from different locations please refer to the Australia Post website <https://auspost.com.au/parcels-mail/calculate-postage-delivery-times>

• If sending by registered post, the renter should keep evidence of the mail delivery method used to send this notice.

|  |  |
| --- | --- |
|  |  |

This notice was sent on: (insert date)

 This notice will be delivered:

|  |
| --- |
| [ ]  personally, for example by hand  |

|  |  |  |  |
| --- | --- | --- | --- |
| [ ]  by registered post | Expected delivery time  |  | (please see the Australia Post website) |

|  |  |
| --- | --- |
| Registered post tracking number (if applicable) |  |

|  |
| --- |
| [ ]  by email (if consent has been provided by the rental provider) |

|  |  |
| --- | --- |
| Email/postal address  |  |

1. Signature of renter

|  |  |
| --- | --- |
| Signature |  |

|  |  |  |  |
| --- | --- | --- | --- |
| Name |  | Date |  |

#  Help or further information

For further information, visit the renting section – Consumer Affairs Victoria website at [www.consumer.vic.gov.au/renting](http://www.consumer.vic.gov.au/renting) or call the Consumer Affairs Victoria on **1300 55 81 81**.

**Telephone interpreter service**

If you have difficulty understanding English, contact the Translating and Interpreting Service (TIS) on 131 450 (for the cost of a local call) and ask to be put through to an Information Officer at Consumer Affairs Victoria on 1300 55 81 81.

 **Arabic**

إذا كان لديك صعوبة في فهم اللغة الإنكليزية، اتصل بخدمة الترجمة التحريرية والشفوية (TIS) على الرقم 450 131 (بكلفة مكالمة محلية) واطلب أن يوصلوك بموظف معلومات في دائرة شؤون المستهلك في فكتوريا على الرقم 81 81 55 1300.

**Turkish** İngilize anlamakta güçlük çekiyorsanız, 131 450’den (şehir içi konuşma ücretine) Yazılı ve Sözlü Tercümanlık Servisini (TIS) arayarak 1300 55 81 81 numerali telefondan Victoria Tüketici İşleri’ni aramalarını ve size bir Danişma Memuru ile görüştürmelerini isteyiniz.

**Vietnamese** Nếu quí vị không hiểu tiếng Anh, xin liên lạc với Dịch Vụ Thông Phiên Dịch (TIS) qua số 131 450 (với giá biểu của cú gọi địa phương) và yêu cầu được nối đường dây tới một Nhân Viên Thông Tin tại Bộ Tiêu Thụ Sự Vụ Victoria (Consumer Affairs Victoria) qua số 1300 55 81 81.

**Somali** Haddii aad dhibaato ku qabto fahmida Ingiriiska, La xiriir Adeega Tarjumida iyo Afcelinta (TIS) telefoonka 131 450 (qiimaha meesha aad joogto) weydiisuna in lagugu xiro Sarkaalka Macluumaadka ee Arrimaha Macmiilaha

Fiktooriya tel: 1300 55 81 81.

**Chinese** 如果您聽不大懂英語，請打電話給口譯和筆譯服務處，電話：131 450（衹花費一個普通電話費），讓他們幫您接通維多利亞消費者事務處（Consumer Affairs Victoria）的信息官員，電話：1300 55 81 81。

**Serbian** Ако вам је тешко да разумете енглески, назовите Службу преводилаца и тумача (Translating and Interpreting Service – TIS) на 131 450 (по цену локалног позива) и замолите их да вас повежу са Службеником за информације (Information Officer) у Викторијској Служби за потрошачка питања (Consumer Affairs Victoria) на 1300 55 81 81.

**Amharic**  በእንግሊዝኛ ቋንቋ ለመረዳት ችግር ካለብዎ የአስተርጓሚ አገልግሎትን (TIS) በስልክ ቁጥር 131 450 (በአካባቢ ስልክ ጥሪ ሂሳብ) በመደወል ለቪክቶሪያ ደንበኞች ጉዳይ ቢሮ በስልክ ቁጥር 1300 55 81 81 ደውሎ ከመረጃ አቅራቢ ሠራተኛ ጋር እንዲያገናኝዎት መጠየቅ።

**Dari**

اگر شما مشکل دانستن زبان انگلیسی دارید، با اداره خدمات ترجمانی تحریری و شفاهی (TIS)به شماره 450 131 به قیمت مخابره محلی تماس بگیرید و بخواهید که شما را به کارمند معلومات دفتر امور مهاجرین ویکتوریا به شماره 1300 55 81 81 ارتباط دهد.

**Croatian** Ako nerazumijete dovoljno engleski, nazovite Službu tumača i prevoditelja (TIS) na 131 450 (po cijeni mjesnog poziva) i zamolite da vas spoje s djelatnikom za obavijesti u Consumer Affairs Victoria na 1300 55 81 81.

**Greek** Αν έχετε δυσκολίες στην κατανόηση της αγγλικής γλώσσας, επικοινωνήστε με την Υπηρεσία Μετάφρασης και Διερμηνείας (ΤΙS) στο 131 450 (με το κόστος μιας τοπικής κλήσης) και ζητήστε να σας συνδέσουν με έναν Υπάλληλο Πληροφοριών στην Υπηρεσία Προστασίας Καταναλωτών Βικτώριας (Consumer Affairs Victoria) στον αριθμό 1300 55 81 81.

# Italian Se avete difficoltà a comprendere l’inglese, contattate il servizio interpreti e traduttori, cioè il Translating and Interpreting Service (TIS) al 131 450 (per il costo di una chiamata locale), e chiedete di essee messi in comunicazione con un operatore addetto alle informazioni del dipartimento “Consumer Affairs Victoria” al numero 1300 55 81 81.

# Information for the renter to assist in proving a notice of intention to vacate

This section is to be removed from the form before it is given to the rental provider.

The number before each reason refers to the relevant section of the *Residential Tenancies Act 1997.*Any reference to VCAT refers to the Victorian Civil and Administrative Tribunal.

Please select the reason below and add the entire text to section 4 of this notice together with supporting factual information regarding the specific reasons for giving the notice. You may wish to provide further information in addition to the documentary evidence required.

| Reason |
| --- |
| 91L – Termination before moving in I am terminating the residential rental agreement before I move in because the premises:*Note: select relevant reason from the following list** are not in good repair
* are unfit for human habitation
* are destroyed totally or to such an extent that they are unsafe
* are not vacant
* are not legally available for use as a residence
* do not meet any rental minimum standards
* are unavailable for occupation for the following reason \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
 |
| 91N(2) – Termination after death of sole renter I am the legal personal representative / next of kin *(select correct option)* of your renter who is deceased. I am giving you notice that the rental agreement will terminate on \_ / \_ / \_ *Note: If the rental agreement is a fixed term agreement, the termination date may be a date before the end of the agreement.*  |
| ****91ZD – Premises destroyed or unfit**** I intend to vacate on \_ / \_ / \_ because the premises are unfit for human habitation, or have been destroyed totally or to such an extent that they are unsafe.***Note:****the termination date may be the date on which the notice is given or a later date.*  |
| ****91Z – Intention to vacate (no specified reason)****I am giving you notice that I intend to vacate the premises on \_ / \_ / \_*Note: If you wish to vacate the premises for the above reason, you must give the rental provider at least 28 days' notice (unless you are an SDA renter and you wish to terminate a rental agreement because the SDA provider has not given you an information statement).*  |
| ****91ZB – Intention to vacate**** I am giving you notice that I intend to vacate the premises on \_ / \_ / \_ because:* you have given me notice to vacate under section 91ZX, 91ZY, 91ZZ, 91ZZA, 91ZZB, 91ZZC, 91ZZD, 91ZZDA or 91ZZE.

OR* I require special or personal care and need to vacate the premises to obtain this care.

*Note: if you wish to vacate the premises for this reason, you must provide documentary evidence with the notice.*OR * I have received and accepted an offer of public housing.

*Note: if you wish to vacate the premises for this reason, you must provide documentary evidence with the notice.*OR* I require temporary crisis accommodation and need to vacate the premises in order to obtain that accommodation.

*Note: if you wish to vacate the premises for this reason, you must provide documentary evidence with the notice.* OR* you have given me a notice of intention to sell under section 86.

*Note: you cannot use this notice to vacate the premises if you were notified of the proposed sale of the premises in accordance with section 30D of the Act before entering into the residential rental agreement.* OR * I have a disability and you have refused my request to make reasonable alterations to the premises pursuant to section 55 of the *Equal Opportunity Act 2010*.

OR* I am an SDA resident and I have been given a notice under section 498DA (revocation of registration or enrolment).

*Note:* * *If you wish to vacate the premises for one of the above reasons, you must give the rental provider at least 14 days' notice.*
* *If you terminate a rental agreement for one of the above reasons (other than because you received a notice to vacate under sections 91ZX, 91ZY, 91ZZ, 91ZZA, 91ZZB, 91ZZC, 91ZZD, 91ZZDA or 91ZZE), you are not liable to pay to the rental provider any form of lease break fee.*
 |
| ****91ZC – Residential rental agreement for a fixed term of more than 5 years does not comply with standard form****I am giving you notice that I intend to vacate the premises on \_ / \_ / \_ because the residential rental agreement for a fixed term of more than 5 years is not in a prescribed standard form (Form 2).*Note: If you wish to vacate the premises for this reason, you must give the rental provider at least 28 days' notice.*  |
| ****91ZE – Failure to comply with VCAT order**** I am giving you notice that I intend to vacate the premises on \_ / \_ / \_ because you have failed to comply with a compensation or compliance order of the Victorian Civil and Administrative Tribunal (VCAT).*Note: If you wish to vacate the premises for this reason, you must give the rental provider at least 14 days' notice.*  |
| 91ZF – Successive breachesI am giving you notice that I intend to vacate the premises on \_ / \_ / \_ because you are in breach of a duty owed under a duty provision within Part 5 of the Act for the third time. I have given you notice of breach of that duty under section 208 on two previous occasions.*Note:* * *If you wish to vacate the premises for this reason, you must give the rental provider at least 14 days' notice.*
* *You must not give the rental provider a notice under this section unless they have not complied with the breach of duty notice within the required time.*
 |