

Form 10 - Residential Tenancies Act 1995 (section 83B)

Notice of termination by landlord where agreement frustrated

Note: There are a number of ways in which a tenancy may be terminated under the *Residential Tenancies Act 1995*, some of which include applying directly to the South Australian Civil and Administrative Tribunal.

(insert name of tenant)

To:

I give notice of termination of a residential tenancy agreement between me as landlord and you as tenant in respect of the premises at:

(insert address of rented premises)

on the ground that—

- the premises have been destroyed or rendered uninhabitable
A landlord may terminate a tenancy on this ground immediately.
- the premises have ceased to be lawfully usable for residential purposes
A landlord may terminate a tenancy on this ground immediately.
- the premises have been acquired by compulsory process
The period of notice given on these grounds must be at least 60 days.

I give you notice to deliver up vacant possession of the premises on (insert date on which tenant is required to vacate premises). /

Full name of administrator/next of kin:

Address of administrator/next of kin:

Signature of administrator/next of kin:

Date: / /

Service of notice

This notice was served on (insert date): / by: (please tick 1 box)

- personally handing it to the tenant
- mailing it to the tenant – *the landlord/agent should ensure an appropriate postage delivery time frame is taken into consideration. The landlord should take all reasonable steps to ensure the dates provided on this notice are accurate and the service of this notice is valid. If serving this notice by mail, you may wish to confirm the postal delivery time frame with the service provider (ie Australia Post).*
- placing it in the tenant's letterbox
- emailing it to the tenant
- other (please specify)



Information for the landlord

1. This notice may be served on the tenant (or on an agent of the tenant):
 - (a) personally; or
 - (b) by sending it by post addressed to the person at their last known place of residence, employment or business; or
 - (c) by leaving it in a letterbox or other place where it is likely to come to the person's attention at their last known place of residence, employment or business; or
 - (d) by email to an email address provided by the person for the purposes of service under the Act.
2. You should retain a copy of this notice.

Information for the tenant

1. If your tenancy agreement is for a periodic tenancy and you wish to leave the rented premises before the date on which the landlord has indicated vacant possession of the premises is required, you may do so by serving a notice of termination (see Form 16) on the landlord at least 21 days before leaving, or a period equivalent to a single rental period of your tenancy (whichever is longer).

Example:

If you pay rent per calendar month, instead of giving 21 days written notice, you would be required to give 1 calendar month's written notice.

2. You should, when you vacate the premises, leave them in a reasonable condition and in a reasonably clean state (however this obligation may not apply if the premises are rendered uninhabitable). If you do not, the landlord may recover from the bond, or from you directly, the costs required to remediate the premises (with supporting evidence showing the condition of the premises compared to the start of the tenancy, which demonstrates more than wear and tear).
3. If possible, you should agree with the landlord on how the bond should be paid. Applications for bond payments are generally made online with Consumer and Business Services. If agreement cannot be reached with the landlord, you should contact Consumer and Business Services.
4. When you vacate the premises, ensure that you leave all the keys, remote controls and security devices with the landlord or agent, and notify the electricity entity, gas company, Australia Post, Telstra etc, so that the new tenants do not use gas, electricity and the telephone on your accounts, and so that mail can be forwarded to you.
5. If you are a co-tenant under a residential tenancy agreement and your tenancy is terminated due to the actions of another tenant, you may wish to seek advice about negotiating a new tenancy with the landlord, or seek advice on whether options are available to make an application to SACAT.

For further information contact Consumer and Business Services on 131 882 or visit sa.gov.au/tenancy/renters