

Form 11 - Residential Tenancies Act 1995 (section 85)

Notice by tenant to landlord to remedy breach of agreement - Notice of termination

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.

For periodic tenancies, Form 16 should be used for a notice of termination where no breach of agreement is alleged.

(insert name of landlord/agent)

To:

- A. I give notice that you are in breach of the residential tenancy agreement that relates to the following premises:

(insert address of premises)

This breach is as follows:

(include enough details so that the landlord receiving this notice will know exactly what the breach is)

You must remedy the breach as follows:

(include enough details so that the landlord receiving this notice will know exactly what has to be done to remedy the breach)

This breach must be remedied within (insert number of days as per information below) days from the date on which this notice is given to you.

- B. If the breach is not remedied within this period, then the tenancy is terminated by force of this notice from the following date: (insert date) / /

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 landlord/agent
- ☐ mailing it to the landlord/agent – *The tenant should ensure an appropriate postage delivery time frame is taken into consideration. The tenant 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 landlord's/agent's letterbox
- ☐ emailing it to the landlord/agent
- ☐ other (please specify)

Information for the tenant

1. The period allowed under Item B to remedy the breach must be at least 7 clear days from the day on which this notice is received or is expected to be received by the landlord.
2. The date specified in Item C for the end of the tenancy must be at least 8 days after the end of the period specified in Item B above.
3. This notice may be served on the landlord, or on an agent of the landlord:
 - (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.
4. You should retain a copy of this notice.

Information for the landlord

You may, within the time period fixed under this notice for termination of the tenancy, or before the tenant gives up possession of the premises, apply to the South Australian Civil and Administrative Tribunal for an order:

- (a) declaring that you are not in breach of the residential tenancy agreement;
- (b) declaring that you have remedied the breach within the notice period;
- (c) reinstating the tenancy.

Termination information

1. When the tenant vacates the premises, they should leave them in a reasonable condition and in a reasonably clean state. If they are not, the landlord may recover from the bond, or from the tenant 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).
2. If possible, the tenant and the landlord should agree 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.
When the tenant vacates the premises, the tenant should ensure that the tenant leaves all the keys, remote controls and security devices with the landlord or agent, and notifies the electricity entity, gas company, Australia Post, Telstra etc, so that the new tenants do not use gas, electricity and the telephone on the tenant's accounts, and so that mail can be forwarded.

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