

Form 18 - Residential Tenancies Act 1995 (section 86B)

Notice of termination by tenant 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 landlord/agent)

To:

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

(insert address of rented premises)

on the ground that—

- ☐ the premises have been destroyed or rendered uninhabitable
- ☐ the premises have ceased to be lawfully usable for residential purposes
- ☐ the premises have been acquired by compulsory process

A tenant may terminate a tenancy on any of these grounds immediately.

I give you notice that I will deliver up vacant possession of the premises on

(insert hand-over date)

 / /

Full name of tenant:

Address for service of tenant:

Signature of tenant:

Date: / /

Service of notice

This notice was served on (insert date): / / by: (please tick one 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. 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.
2. You should retain a copy of this notice.

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 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.
3. 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