

Landlord's notice of breach to tenant - termination of agreement

Form 5 - Residential Tenancies Act 1995 (Section 80A)

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.

1. Details of breach

Name of tenant/s:	
Address of rented premises:	
Type of breach: <i>There are 2 types of breaches: 'unpaid rent only' and 'other breach of agreement'.</i> <i>The type of breach will determine the period of time you must give the tenant to give up possession of the premises (see Part 3).</i> <i>You must choose 'other breach of agreement' if serving this notice for both unpaid rent and any other breach of agreement.</i>	<i>Please tick one box</i> <input type="checkbox"/> Unpaid rent only <i>Rent (or part of rent) has remained unpaid for at least 14 days (please refer to Information for the Landlord).</i> <input type="checkbox"/> Other breach of agreement <i>A breach other than (or in addition to) unpaid rent, such as unpaid water rates or property damage.</i>
You must remedy this breach by:	
<i>Include enough details so that the tenant knows exactly what the breach is and how to remedy the breach. If insufficient space, attach a separate sheet.</i>	

2. Next steps

You must remedy the breach on or before:	Date: / /
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This must be at least 7 days after this notice is received (or taken to be received) by the tenant.

Please refer to Part 4 for further information about the service of this notice on the tenant.

3. Unresolved breach

If the breach is not remedied on or before the date outlined in Part 2 above, then the tenancy is terminated by force of this notice, and you must give up possession of the premises on or before:

**Note - The landlord only needs to complete A or B. Please refer to type of breach (outlined in Part 1) and Important Information, Landlords for further information.*

<p>(a) For a breach of unpaid rent only: <i>This may be any day after the date provided in Part 2 on or before which the tenant was required to remedy the breach.</i></p>	<p>Date: / /</p>
<p>(b) For any other breach of agreement (which may also include unpaid rent): <i>This must be at least 7 days after the date provided in Part 2 on or before which the tenant was required to remedy the breach.</i></p>	<p>Date: / /</p>

The landlord is not entitled to possession of the premises until the day after the date specified in either A or B.

4. Notice details

<p>This notice was served on the tenant on:</p>	<p>Date: / /</p>
<p>This notice was served by:</p>	<p><input type="checkbox"/> personally handing it to the tenant</p> <p><input type="checkbox"/> mailing it to the tenant <i>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).</i></p> <p><input type="checkbox"/> placing it in the tenant's letterbox</p> <p><input type="checkbox"/> emailing it to the tenant: (insert email address)</p> <p><i>This notice will be taken to be received by the tenant on the day it is emailed to the tenant. A notice served on the tenant by email should still be signed by the landlord/agent.</i></p> <p><input type="checkbox"/> other (please specify)</p>



5. Landlord/agent details

Full name of landlord/agent:	
Telephone:	
Address for service of landlord/agent:	
Date: / /	Signature:

Important Information

TENANTS

You may apply to the South Australian Civil and Administrative Tribunal (SACAT) to reinstate the tenancy if you believe you are not in breach of your agreement or the breach has been remedied. If you do not remedy the breach (or apply to SACAT) the tenants and all occupants will need to move out of the premises with their possessions on or before the date specified in Part 3.

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 from SACAT regarding the determination of tenancy disputes.

LANDLORDS

Rent (or part of rent) must remain unpaid for at least 14 days before serving this notice on the tenant. For example, if rent is paid to 1 March (and rent is payable fortnightly), then this notice can first be served on 17 March for unpaid rent due on 2 March and 16 March. The 14 days do not include the day that rent is due.

If the tenant does not remedy the breach or give up possession of the premises on or before the date specified in Part 3, you cannot enter the premises unless the tenant has abandoned or voluntarily gives up possession of the premises, or you have applied to the South Australian Civil and Administrative Tribunal (SACAT) and received an order authorising you to take possession. You are not entitled to possession of the premises until the day after the date specified in Part 3—this is the earliest you can apply to SACAT for an order authorising you to take possession.

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

