

Form 7 - Residential Tenancies Act 1995 (section 81 or 82)

Notice of termination of periodic tenancy by landlord because possession is required by landlord**Notice of termination by community housing provider (for fixed term or periodic tenancy)**

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. A landlord **who is not** a registered community housing provider may use this form to terminate a periodic tenancy on a ground (or grounds) set out in this form and cannot use this form to terminate a fixed term tenancy. If a landlord wishes to terminate a fixed term tenancy at the end of the fixed term, Form 9 must be used. In any other case, application must be made to the South Australian Civil and Administrative Tribunal. A landlord **who is** a registered community housing provider can use this form to terminate a fixed term or a periodic tenancy.

(insert name of tenant)

To:

I give notice of termination of a residential tenancy agreement between me as landlord and you as tenant and for you to deliver up vacant possession of the premises at:

(insert address of rented premises)

on (insert date on which tenant is required to vacate premises) / / , being a date that is:

Please tick the appropriate box and complete details as required

☐ not less than (insert number) days, if this notice is being given on one (or more) of the following grounds:

The period of notice given on these grounds must be at least 60 days or if, under the terms of the periodic tenancy, rent is payable at intervals of greater than 60 days, that greater period.

Tick one or more of the following boxes to indicate the ground/s

- ☐ the landlord requires possession of the premises for demolition
- ☐ the landlord requires possession of the premises for repairs or renovations that cannot be carried out conveniently while the tenant remains in possession of the premises
- ☐ the landlord requires possession of the premises for the landlord's own occupation, or occupation by the landlord's spouse, child or parent, or occupation by the spouse of the landlord's child or parent
- ☐ the landlord requires possession for the landlord to give vacant possession to a purchaser of the premises as they have entered into a contract of sale dated: (insert date) / /

If this notice is being given on one of the above grounds, the landlord must provide the tenant with written evidence, as approved by the Commissioner, to support the ground.

☐ not less than 28 days, if, this notice is being given on one (or both) of the following grounds:

Tick one or more of the following boxes to indicate the ground/s

☐ you have ceased to be a member of the community housing provider

☐ you no longer satisfy a condition or conditions specified by the tenancy agreement with the community housing provider as essential to the continuation of the tenancy, namely [state condition(s) no longer satisfied by the tenant]

Full name of landlord/agent:

Address for service of landlord/agent:

Signature of landlord/agent:

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 below)

Information for the landlord

1. If the landlord is a registered community housing provider and the tenant has ceased to be a member of the provider or no longer satisfies an essential requirement to remain as a tenant, the period of notice must be at least 28 days.
2. Except where the landlord is a registered community housing provider, this notice cannot be used if the tenancy has been entered into for a fixed term.
3. It is a criminal offence under section 81 of the *Residential Tenancies Act 1995* to state a false ground of termination in this notice.
4. A landlord who recovers possession of premises under section 81 of the *Residential Tenancies Act 1995* after giving 60 days' notice must not, without the consent of the Tribunal, grant a fresh tenancy over the premises within 6 months after recovering possession.

5. Except where the termination is for a failure to pay rent, if the premises are subject to a housing improvement notice or are subject (or potentially subject) to rent control, the Tribunal must give its authorisation to this notice before it is effective.
6. 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.
7. You should retain a copy of this notice.

Information for the tenant

1. You may vacate the premises before the date specified in this notice. If you give the landlord or agent at least 7 days' written notice before you vacate the premises, you will not be liable to pay rent after the day on which you vacate. If you give the landlord or agent less than 7 days' written notice before you vacate the premises, you will not be liable to pay rent from the 7th day after you give notice to the landlord or agent.
2. When you vacate the premises, you should leave them in a reasonable condition and in a reasonably clean state. 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