



TERMINATION OF A ROOMING HOUSE AGREEMENT

Notice to resident – other than breach of rent

(for use by a rooming house proprietor)

To:
(insert name of resident)

of:
(insert address of rooming house)

I give you notice that your agreement will come to an end for one of the following reasons:

(Tick appropriate box below)

[for periodic or fixed rooming house agreements – Section 105U(4)]

- You, or a person who has entered the rooming house at your invitation, caused serious damage to the rooming house, created a danger to a person or property in the rooming house, or seriously interrupted the privacy, peace, comfort or quiet enjoyment of another resident in the rooming house.

You must vacate the rooming house on or before/...../..... This date being immediate, or a specified day's notice. (insert date)

or

[for periodic or fixed rooming house agreements – Section 105U(5)]

- You breached a term of the rooming house agreement in the following manner² :

.....
.....

(Include enough details so that the resident receiving this notice will know exactly what the breach is e.g. the resident has sublet their room without the proprietor's consent)

You must vacate the rooming house on or before/...../..... This date being not less than 7 clear days¹ notice. (insert date)

or

[for periodic rooming house agreements only – Section 105U(6)]

- To end your periodic agreement for no specific reason/...../..... This date being not less than 4 weeks notice. (insert date)

Signature of proprietor:

Address of proprietor:

..... Date:/...../.....

This notice was served on/...../..... by:

- personally handing it to the resident
- mailing it to the resident
- placing it in the resident's letterbox
- faxing or emailing it to the resident
- other [please specify]

¹“clear days” does not include the day the resident receives or is expected to receive this notice.

²“following manner” cannot be failure to pay rent. Any breach for rent arrears must be dealt with by serving a “Termination of a rooming house agreement, Notice to resident – rent arrears breach”

GENERAL INFORMATION FOR RESIDENTS AND PROPRIETORS

1. Section 105U(4) of the Act provides:
If a resident, or a person who has entered the rooming house at the resident's invitation, causes serious damage to the rooming house, creates a danger to a person or property in the rooming house, or seriously interrupts the privacy, peace, comfort or quiet enjoyment of another resident, the proprietor may give the resident a written notice informing the resident that—
 - (a) the rooming house agreement is terminated by force of the notice immediately or on a specified day; and
 - (b) the resident must vacate the premises immediately or on or before the specified day (as the case requires).

2. Section 105U(5) of the Act provides:
If a resident breaches a term of the rooming house agreement (otherwise than as referred to in a preceding subsection), the proprietor may give the resident a written notice informing the resident that—
 - (a) the rooming house agreement is terminated by force of the notice on a specified day (which must be at least 7 clear days after the day the notice is given); and
 - (b) the resident must vacate the premises on or before the specified day.

3. Section 105U(6) of the Act provides:
A proprietor may terminate a rooming house agreement providing for accommodation on a periodic basis without specifying a ground for termination by giving the resident at least 4 weeks written notice of termination.

4. When the resident vacates the rooming house, they should:
 - leave it in a reasonable condition and in a reasonably clean state. If it is not, the proprietor may recover from the bond, or from the resident directly, the costs of cleaning the rooming house, removing any rubbish, and so on;
 - ensure that they return any keys or devices that have been provided to them at the beginning of the agreement to the proprietor.

5. If the rooming house agreement is periodic and the resident wishes to leave the rooming house before the date on which the proprietor has indicated the agreement will come to an end, the resident may do so by giving the proprietor one days written notice on a form approved by the Commissioner.

6. The rooming house proprietor should retain a copy of this notice.