



TERMINATION OF A ROOMING HOUSE AGREEMENT Notice to resident – rent arrears breach

(for use by a rooming house proprietor)

To:
(insert name of resident)

of:
(insert address of rooming house)

I give you notice that your rent is outstanding for at least 2 rental periods or 2 weeks (whichever is the lesser) and you must pay the following rent arrears:

.....
.....

(Include enough details so the resident receiving this notice will be clear about the rent payments that are in arrears and the total amount of rent that is owing)

by:/...../..... being not less than 2 clear days¹ from the date this notice is given.
(Insert date)

If the rent owing is not paid within the period specified above your rooming house agreement is terminated and you must vacate the rooming house at the end of the specified period.

Signature of proprietor:

Address of proprietor:

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

<p>This notice was served on/...../..... by:</p> <ul style="list-style-type: none"> <input type="checkbox"/> personally handing it to the resident <input type="checkbox"/> mailing it to the resident <input type="checkbox"/> placing it in the resident's letterbox <input type="checkbox"/> faxing or emailing it to the resident <input type="checkbox"/> other [please specify] <p style="text-align: center;">...</p>

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

GENERAL INFORMATION FOR RESIDENTS AND PROPRIETORS

1. Section 105U(3) of the *Residential Tenancies Act 1995* (the Act) provides:
If rent remains outstanding for at least 2 rental periods or 2 weeks (whichever is the lesser), the proprietor may give the resident a written notice informing the resident that if the amount owing is not paid within a specified period (which must be a period of at least 2 clear days) from the date the notice is given then—
 - (a) the rooming house agreement is terminated at the end of the specified period by force of the notice; and
 - (b) the resident must vacate the premises at the end of the specified period.
2. 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.
3. 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 give the proprietor one day's written notice on a form approved by the Commissioner.
4. The proprietor should retain a copy of this notice.

For further information contact Consumer and Business Services Ph: 131 882
Website: www.sa.gov.au/tenancy/renters