

## Form 9 - Residential Tenancies Act 1995 (section 83A)

### Notice of termination by landlord at end of fixed term tenancy (General Form)

**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 may end a fixed term residential tenancy agreement at the end of the fixed term on a ground of termination set out in this notice after giving at least 60 days' notice to the tenant. If notice is not given, the agreement continues for a periodic tenancy, with a tenancy period equivalent to the interval between rental payment times under the agreement and with terms of agreement that in other respects are the same as those applying under the agreement immediately before the end of the fixed term.

To: \_\_\_\_\_  
(insert name of tenant)

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:

Address of premises: \_\_\_\_\_

\_\_\_\_\_  
(insert address of premises)

on the ground that:

*Please tick one or more of the following boxes to indicate the grounds*

- ☐ 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 you remain 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 of contract of sale) .....
- ☐ the landlord requires possession of the premises for the purposes of the sale of the premises for which the landlord has entered into a sales agency agreement with a registered agent:  
(insert date of sales agency agreement) .....

*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.*

- ☐ either you or a person you permitted to enter the premises intentionally or negligently caused serious damage to the premises, an area near the premises or safety equipment located on the premises or an area near the premises
- ☐ either you or a person you permitted to enter the premises gave rise to a serious risk to the life, health or safety of the landlord, the landlord's agent or a person who resides in the immediate vicinity of the premises
- ☐ you caused or permitted the premises to be unfit for human habitation, destroyed totally or destroyed to the extent that they are unsafe
- ☐ either you or another person residing at the premises threatened or intimidated the landlord, the landlord's agent or a contractor or employee of the landlord or agent
- ☐ you have been given 2 notices for breaching the residential tenancy agreement for the same or substantially similar breach, and you have breached the agreement a third time in the same or substantially similar manner as set out in the first 2 notices

- ☐ you have used the premises, or caused the premises to be used, for an illegal purpose (including drug related conduct)
- ☐ you failed to pay the bond in accordance with the residential tenancy agreement
- ☐ you kept a pet on the premises without the required authorisation
- ☐ you induced the landlord to enter into the tenancy by a statement or representation about your identity or place of occupation that you knew to be false, misleading or deceptive, or by knowingly concealing a material fact in respect of your identity or place of occupation
- ☐ it was a term of the residential tenancy agreement that you meet the eligibility requirements of the charity, being the landlord, to reside at the premises and you no longer meet the eligibility requirements
- ☐ the landlord is an NRAS approved participant and the premises are a rental dwelling covered by an allocation under the National Rental Affordability Scheme—the tenant is no longer an eligible tenant under the National Rental Affordability Scheme Regulations 2020 of the Commonwealth
- ☐ it was a term of the residential tenancy agreement that you be a student of an educational institution and you are no longer a student of the institution
- ☐ it was a term of the residential tenancy agreement that you be an employee of the landlord and you are no longer the landlord's employee
- ☐ you failed to accept an offer made by the landlord (who is a purpose-built student accommodation provider) to extend or renew the residential tenancy agreement within 30 days of receiving the offer.

**Note:** A purpose-built student accommodation provider who terminates a residential tenancy agreement on the above ground must not impose a charge or a fee to the tenant due to the termination of the agreement or because the tenant failed to accept in writing the offer within the time required (see regulation 25(2)). See also section 53 of the Act under which a purpose-built student accommodation provider must not receive payment for the residential tenancy from the tenant other than rent and bond.

(insert the particulars of the ground/s of the termination)

.....

.....

on: ..... being a date that is at least 60 days after this notice is given.  
(insert date the fixed term ends)

Signature of agent: \_\_\_\_\_ Date: \_\_\_\_\_

Full name of agent: Tayla Moreland

Address for agent: 3/154-160 PROSPECT ROAD PROSPECT SA 5082

### 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)
- .....

### Information for the landlord

1. A landlord who recovers possession of premises under section 83A of the *Residential Tenancies Act 1995* on 1 of the first 5 grounds specified in this notice must not, without the consent of the Tribunal, grant a fresh tenancy over the premises before the end of the period specified in section 91A.
2. This notice may be served on the tenant (or 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.
3. Landlords should determine whether the ground specified for termination chosen on this form requires this form to be accompanied by supporting written evidence (see regulation 32). It is also prudent for landlords to seek out the specific written evidence, as approved by the Commissioner for Consumer Affairs, which must support the ground for termination (as published on the CBS website), and retain copies of the written evidence provided to tenants that accompany this form.
4. 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 the landlord has specified 1 of the first 5 grounds for termination listed on this form, they are required to provide you with supporting written evidence as approved by the Commissioner for Consumer Affairs. Please check the CBS website for information on the specific written evidence that has been approved to accompany this form. If the approved written evidence does not accompany this form, the notice of termination may not be valid.
6. 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 [www.sa.gov.au/tenancy/renters](http://www.sa.gov.au/tenancy/renters)

