

# Standard residential tenancy terms

## Residential Tenancies Act 1997—Schedule 1

### incorporating amendments by Residential Tenancies Amendment Act 2020 (No 2) A2020-48—commencing 3 March 2021

#### Lessor and tenant must comply with terms of tenancy agreement

- 1 (1) This tenancy agreement is made under the *Residential Tenancies Act 1997* (the Residential Tenancies Act).
- (2) The lessor and the tenant may agree to add additional clauses to the tenancy agreement but they must not be inconsistent with, or modify, existing clauses (except if permitted by the Act).
- 2 By signing this tenancy agreement, the lessor and the tenant agree to be bound by its terms during the period of the tenancy it creates.
- 3 A party to this tenancy agreement cannot contract out of it or out of the provisions of the Residential Tenancies Act, except as provided in that Act.
- 4 A fixed term tenancy must be for the single period specified in the tenancy agreement.
- 5 A periodic tenancy includes a tenancy that is not specified to be for a fixed term, including such a tenancy which commences on the expiration of a fixed term tenancy.
- 6 A reference in this tenancy agreement to a notice to vacate and a notice of intention to vacate is taken to be a reference to a termination notice under the Residential Tenancies Act.

#### Costs and procedures for establishing tenancy agreement

- 7 The lessor bears the cost of preparation and execution of this tenancy agreement.
- 8 The tenant is responsible for any legal costs that the tenant incurs in relation to preparation and execution of this tenancy agreement.
- 9 The lessor must give a copy of the proposed tenancy agreement to the tenant before the commencement of the tenancy.
- 10 The tenancy agreement must be signed by the tenant and by the lessor (or by their authorised agents).
- 11 The lessor must give a copy of the tenancy agreement, signed by each party, to the tenant as soon as possible after it has been signed by each party, but no later than 3 weeks after the tenant has returned a signed copy.
- 12 If the lessor does not return the tenancy agreement to the tenant, as provided by clause 11, the tenancy agreement has full effect in the terms signed by the tenant on occupation of the premises or acceptance of rent.

## Information

- 13 (1) The lessor must provide to the tenant a copy of an information booklet about residential tenancies authorised by the commissioner for fair trading before the commencement of this agreement.
- (2) If it is not possible to provide the tenant with a booklet, the lessor must inform the tenant of the booklet and where it may be obtained.
- (3) If the premises are a unit within the meaning of the *Unit Titles Act 2001*, the lessor must give the tenant a copy of the owners corporation's rules before the commencement of this agreement.

## Bond and condition report

### Maximum bond

- 14 Payment of a bond is not necessary unless required by the lessor.
- 15 Only 1 bond is payable for the tenancy created by this tenancy agreement.
- 16 The amount of the bond must not exceed the amount of 4 weeks rent.

### Lodgment of the bond with the Office of Rental Bonds

- 17 If the lessor requires a bond, the bond must be lodged with the Office of Rental Bonds.
- 18 Either party may lodge the bond with the Office of Rental Bonds.

### If the lessor and tenant agree that the tenant is to lodge the bond

- 19 If the parties agree that the tenant is to lodge the bond, the following applies:
- (a) the tenant, or the lessor on the tenant's behalf, must complete the bond lodgment form provided by the Office of Rental Bonds and lodge the form with the Office;
  - (b) the tenant must lodge the bond with the Office of Rental Bonds in the way permitted by the Office;
  - (c) the lessor may require lodgment of the bond before the lessor gives possession of the premises to the tenant and if this is the case, the tenant must be able to take possession of the premises and receive the keys to the premises as soon as the tenant provides the lessor with evidence of lodgment of the bond or the Office of Rental Bonds notifies the lessor that the bond was received by the Office.

### If the lessor is to lodge the bond

- 20 If the lessor is to lodge the bond, the following applies:
- (a) on receiving the bond, the lessor must give the tenant a receipt for the bond;

- (b) the lessor must complete the bond lodgment form provided by the Office of Rental Bonds and lodge the form with the Office;

*Note* Under the *Electronic Transactions Act 2001*, s 8 (1), information required to be in writing may be given electronically in certain circumstances.

- (c) the lessor must lodge the bond with the Office of Rental Bonds in the way permitted by the Office within—
  - (i) the later of 2 weeks after receiving the bond and the commencement of the tenancy; or
  - (ii) if the lessor’s real estate agent lodges the bond—the later of 4 weeks after receiving the bond and the commencement of the tenancy.

### **Condition Report**

- 21
  - (1) Within 1 day of the tenant taking possession of the premises, the lessor must give 2 copies of a condition report completed by the lessor to the tenant.
  - (2) The condition report must be on, or to the effect of, the condition report form published by the Territory.
- 22
  - (1) The tenant must examine the report and indicate on the report the tenant’s agreement or disagreement with the items.
  - (2) Within 2 weeks after the day the tenant receives the report, the tenant must return 1 copy of the report to the lessor, signed by the tenant and indicating the tenant’s agreement or disagreement with the report or parts of the report.
- 23 The lessor must keep the condition report for a period of not less than 1 year after the end of the tenancy.

### **End of tenancy—inspection and condition report**

- 23A
  - (1) At the end of the tenancy, an inspection of the premises must be carried out in the presence of the lessor and tenant.
  - (2) A condition report based on the inspection must be completed in the presence of, and signed by, the lessor and tenant.
  - (3) A party may complete and sign a condition report in the absence of the other party if the party has given the other party a reasonable opportunity to be present when the report is completed and signed.

### **Rent and other charges**

#### **Rent and bond only as payment for the tenancy**

- 24 The lessor must not require any payment other than rent or bond for the following:
  - (a) the granting, extension, transfer or renewal of a tenancy or subtenancy;
  - (aa) consenting to—
    - (i) a person becoming a co-tenant; or
    - (ii) a co-tenant stopping being a party to the tenancy agreement;

- (b) vacating of premises;
- (c) obtaining a key to the premises;
- (d) information on the availability of tenancies.

### **Holding deposits**

25 The Residential Tenancies Act prohibits the taking of holding deposits.

### **Payment of rent**

- 26
- (1) The tenant must pay the rent on time.
  - (2) The tenant must not use the bond money to pay the rent for the last weeks of the tenancy.
  - (3) The tenant and the lessor may agree to change the way rent is paid (including, for example, where the rent is paid or whether it is to be paid into a nominated bank account or whether it is to be paid in person).
  - (4) The tenant and lessor may agree that rent is to be paid electronically.
- 27 The lessor must not require the tenant to pay rent by postdated cheque.

### **Maximum rent in advance**

28 The lessor must not require an amount of rent paid in advance greater than 2 weeks or a longer period nominated by the tenant.

### **Rent receipts**

- 29 If rent is paid in person to the lessor or a real estate agent, a receipt must be given at that time.
- 30 In other circumstances where rent is paid to the lessor, a receipt must be provided or sent by post within 1 week of its receipt.
- 31
- (1) A receipt for payment of rent must specify the amount paid.
  - (2) A receipt should specify the following:
    - (a) the date of payment;
    - (b) the period in relation to which the payment is made;
    - (c) the premises in relation to which the payment is made;
    - (d) whether the payment is for bond or rent.
  - (3) If these particulars are not included in the receipt, the lessor must provide this information to the tenant within 4 weeks of a request by the tenant.
- 32 A receipt is not required if the rent is paid by the tenant directly into an account nominated by the lessor or real estate agent.

## Rent records

- 33 (1) The lessor must keep, or cause to be kept, records of the payment of rent.
- (2) Those records must be retained for a period of not less than 12 months after the end of the tenancy.

## Increase in rent

- 34 The amount of rent must not vary from period to period except as provided by this tenancy agreement and the Residential Tenancies Act.
- 35 The rent may not be increased at intervals of less than 12 months from either the beginning of the tenancy agreement for the first increase, or after that, from the date of the last increase.
- 36 (1) This clause applies if—
- (a) the housing commissioner is the lessor under this tenancy agreement; and
  - (b) the commissioner has decided to increase the rent after a review of rent under the *Housing Assistance Act 2007*, section 23.
- (2) Despite clause 35, the housing commissioner may increase the rent.
- (3) However, if a previous review of rent has been undertaken, the increase under subclause (2) must not take effect earlier than 1 year after the date the last rent increase for the premises took effect.
- 37 The restriction on increase in rent applies provided the identity of at least 1 of the tenants who occupy the premises remains the same as at the time of the last increase.

## Review of excessive rent increases

- 38 The lessor must give the tenant 8 weeks written notice of intention to increase the rent and include in the notice the amount of the increase, and the date when it is proposed to increase the rent.
- 39 (1) The tenant may apply in writing to the tribunal for review of an excessive increase in rent (time limits for applying and the meaning of excessive is set out in the Residential Tenancies Act).
- (2) On such application being made, no increase in rent is payable until so ordered by the tribunal.
- 40 If the tenant remains in occupation of the premises without applying to the tribunal for review, the increase in rent takes effect from the date specified in the notice.
- 41 If the tenant wishes to vacate the premises before the increase takes effect, the tenant must give 3 weeks notice to the lessor.

## Lessor's costs

- 42 The lessor is responsible for the cost of the following:
- (a) rates and taxes relating to the premises;

- (b) services for which the lessor agrees to be responsible;
  - (c) services for which there is not a separate metering device so that amounts consumed during the period of the tenancy cannot be accurately decided;
  - (d) all services up to the time of measurement or reading at the beginning of the tenancy;
  - (e) all services after reading or measurement at the end of the tenancy providing the tenant has not made any use of the service after the reading.
- 43 (1) The lessor must pay for any physical installation of services (eg water, electricity, gas, telephone line).
- (2) The tenant is responsible for the connection of all services that will be supplied in the tenant's name.
- 44 The lessor must pay the annual supply charge associated with the supply of water or sewerage.
- 45 If the premises are a unit under the *Unit Titles Act 2001*, the lessor is responsible for all owners corporation charges.

### **Tenant's costs**

- 46 The tenant is responsible for all charges associated with the consumption of services supplied to the premises, including electricity, gas, water and telephone.
- 47 The tenant is not required by the lessor to connect or continue a telephone service.

### **Reading of metered services**

- 48 (1) The lessor is responsible for undertaking or arranging all readings or measurement of services, other than those that are connected in the name of the tenant.
- (2) The lessor must provide the tenant with an opportunity to verify readings and measurements.
- 49 If the lessor does not arrange reading or measurement of a service connected in the name of the lessor by the day after the date of expiry of notice to vacate given in accordance with this tenancy agreement or the Residential Tenancies Act, the lessor is be responsible for payment of the unread or unmeasured service after the date of the last reading or measurement.
- 50 (1) If the tenant vacates the premises without giving notice before departure, the lessor must arrange a reading or measurement of services connected in the lessor's name within a reasonable time of the lessor becoming aware of the departure of the tenant.
- (2) The tenant is responsible for payment of services to the date of that reading or measurement.

## **Tenant's use of the premises without interference**

- 51 The lessor guarantees that there is no legal impediment to the use of the premises for residential purposes by the tenant.
- 52 The lessor must not cause or permit any interference with the reasonable peace, comfort or privacy of the tenant in the use by the tenant of the premises.
- 53 Unless otherwise agreed in writing, the tenant has exclusive possession of the premises, as described in the agreement, from the date of commencement of the tenancy agreement provided for in the agreement.

## **Lessor to install and maintain smoke alarms**

### **Lessor to install and maintain smoke alarms**

- 53A (1) The lessor must install and maintain smoke alarms in the premises.
- (2) The installation of the smoke alarms must comply with the requirements prescribed by regulation for the Residential Tenancies Act, section 11B.

## **Lessor to make repairs**

### **Lessor to provide premises in a reasonable state at the start of the tenancy**

- 54 (1) At the start of the tenancy, the lessor must ensure that the premises, including furniture, fittings and appliances (unless excluded from the tenancy agreement), are—
- (a) fit for habitation; and
  - (b) reasonably clean; and
  - (c) in a reasonable state of repair; and
  - (d) reasonably secure.
- (2) An exclusion must be in writing and may, but need not, be included in the tenancy agreement (if in writing).
- (3) The lessor or the tenant may change locks (at his or her own cost unless otherwise agreed) with the agreement of the other party (which will not be unreasonably withheld).
- (4) The lessor or the tenant may change locks (at his or her own cost) in an emergency without the agreement of the other party.
- (5) If the tenant, or a person living at the premises, is a protected person in relation to an interim or final order made under the *Family Violence Act 2016* or the *Personal Violence Act 2016*, the tenant or person may change locks (at his or her own cost) without the agreement of the other party.
- (6) If a lock is changed, a copy of the key to the changed lock must be provided to the other party as soon as possible unless doing so would affect the safety of a protected person.

### **Lessor to make repairs**

- 55 (1) The lessor must maintain the premises in a reasonable state of repair having regard to their condition at the commencement of the tenancy agreement.
- (2) The tenant must notify the lessor of any need for repairs.
- (3) This section does not require the tenant to notify the lessor about anything that an ordinary tenant would reasonably be expected to do, for example, changing a light globe or a fuse.
- 56 The lessor is not obliged to repair damage caused by the negligence or wilful act of the tenant.
- 57 Subject to clause 55, the lessor must make repairs, other than urgent repairs, within 4 weeks of being notified of the need for the repairs (unless otherwise agreed).

### **Repairs in unit title premises**

- 58 If the premises are a unit under the *Unit Titles Act 2001*, and the tenant's use and enjoyment of the premises reasonably requires repairs to the common property, the lessor must take all steps necessary to require the owners corporation to make the repairs as quickly as possible.

### **Urgent repairs**

- 59 The tenant must notify the lessor (or the lessor's nominee) of the need for urgent repairs as soon as practicable, and the lessor must, subject to clause 82, carry out those repairs as soon as necessary, having regard to the nature of the problem.
- 60 The following are urgent repairs in relation to the premises, or services or fixtures supplied by the lessor:
- (a) a burst water service;
  - (b) a blocked or broken lavatory system;
  - (c) a serious roof leak;
  - (d) a gas leak;
  - (e) a dangerous electrical fault;
  - (f) flooding or serious flood damage;
  - (g) serious storm or fire damage;
  - (h) a failure of gas, electricity or water supply to the premises;
  - (i) the failure of a refrigerator supplied with the premises;
  - (j) a failure or breakdown of any service on the premises essential for hot water, cooking, heating, cooling or laundering;
  - (k) a fault or damage that causes the residential premises to be unsafe or insecure;
  - (l) a fault or damage likely to cause injury to person or property;

- (m) a serious fault in any door, staircase, lift or other common area that inhibits or unduly inconveniences the tenant in gaining access to and use of the premises.

### **Tenant may authorise urgent repairs in certain circumstances**

- 61 If the lessor (or the lessor's nominee) cannot be contacted, or fails to effect the urgent repairs within a reasonable time, the tenant may arrange for urgent repairs to be effected to a maximum value of up to 5% of the rent of the property over a year.
- 62 The following procedures apply to urgent repairs arranged by the tenant:
- (a) the repairs arranged by the tenant must be made by the qualified tradesperson nominated by the lessor in the tenancy agreement;
  - (b) if the lessor has not nominated a tradesperson, or the nominated tradesperson cannot be contacted or is otherwise unavailable—the repairs must be performed by a qualified tradesperson of the tenant's choosing;
  - (c) if the repairs are arranged by the tenant in accordance with these procedures—the lessor is liable for the cost of repairs and the tradesperson may bill the lessor direct;
  - (d) if the tenant does not act in strict compliance with this clause—the tenant is personally liable for the cost of any urgent repairs arranged by the tenant.

### **Tenant to look after the premises**

#### **The tenant must take reasonable care of the premises and keep the premises reasonably clean**

- 63 During the tenancy, the tenant must—
- (a) not intentionally or negligently damage the premises or permit such damage; and
  - (b) notify the lessor of any damage as soon as possible; and
  - (c) take reasonable care of the premises and their contents, and keep them reasonably clean, having regard to their condition at the time of the commencement of the tenancy and the normal incidents of living.
- 63A The tenant must replace the battery in a smoke alarm installed in the premises whenever necessary.
- 64 The tenant must leave the premises—
- (a) in substantially the same state of cleanliness, removing all the tenant's belongings and any other goods brought onto the premises during the duration of the tenancy agreement; and
  - (b) in substantially the same condition as the premises were in at the commencement of the tenancy agreement, fair wear and tear excepted.

65 The lessor must not require the tenant to make alterations, improvements or renovations to the premises.

### **Tenant of unit to comply with owners corporation's rules**

- 66 (1) If the premises are a unit under the *Unit Titles Act 2001*—
- (a) the tenant must comply with the owners corporation's rules and with any notice served in accordance with the rules; but
  - (b) need not comply with the rules to the extent that they are inconsistent with the standard residential tenancy terms in this agreement.
- (2) However, if the owners corporation's rules include a rule about keeping animals in the unit, the tenant must comply with the rule.

### **Tenant must make no alterations and must not add any fixtures or fittings without the consent of lessor**

- 67 (1) The tenant must not, without the lessor's written consent, make any renovation, alteration or addition to the premises (time limits for the lessor to refuse consent to special modifications are set out in the Residential Tenancies Act).
- (2) The lessor may give consent subject to a reasonable condition, including a requirement that the tenant use a suitably qualified tradesperson to undertake—
- (a) the renovation, alteration, or addition; and
  - (b) any restoration at the end of the tenancy.
- (3) Unless otherwise agreed, the tenant is liable for the cost of any renovation, alteration or addition to the premises.
- (4) Unless otherwise agreed, at the end of the tenancy the tenant is responsible for restoring the premises to substantially the same condition as the premises were in at the commencement of the residential tenancy agreement, fair wear and tear excepted.
- (5) The lessor and tenant may agree that any renovation, alteration or addition to the premises remains in place at the end of the residential tenancy agreement.
- 68 (1) The tenant must not add any fixtures or fittings to the premises without the consent of the lessor.
- (2) The lessor's consent must not be unreasonably withheld.
- (3) The tenant must make good any damage to the premises on removal of any fixtures and fittings.
- (4) Any fixtures or fittings not removed by the tenant before the tenant leaves the premises becomes the property of the lessor.

## **Tenant must not use the premises for illegal purposes and must not disturb the neighbours**

69 Unless otherwise agreed in writing, the tenant must only use the premises for residential purposes.

70 The tenant must not:

(a) use the premises, or permit them to be used, for an illegal purpose; or

*Note* The ACAT must not make a termination and possession order for a breach of this term unless satisfied of certain matters (see Residential Tenancies Act, s 48 (3) and (4)).

(b) cause or permit nuisance; or

(c) interfere, or permit interference, with the quiet enjoyment of the occupiers of nearby premises.

71 The tenant must not leave the premises vacant for more than 3 weeks without notifying the lessor.

## **Tenant must not sell, dispose of, or sublet tenancy without consent of lessor**

72 (1) The tenant must not assign or sublet the premises or any part of them without the written consent of the lessor.

(2) Consent may be given at any time.

(3) No rights in relation to the premises may be created in any third party before consent is obtained from the lessor.

## **Co-tenant may leave tenancy agreement**

72A (1) A co-tenant may stop being a party to the tenancy agreement—

(a) with the consent of the lessor and each remaining co-tenant under the agreement; or

(b) by order of the tribunal under the Residential Tenancies Act, section 35G (1) (a) or (d).

(2) The co-tenant must seek the consent of the lessor and each remaining co-tenant—

(a) by notice in writing; and

(b) at least 21 days before the day the co-tenant intends to stop being a party to the tenancy agreement (time limits for the lessor or each remaining co-tenant to refuse consent are set out in the Residential Tenancies Act).

(3) If consent is given to the co-tenant to stop being a party to the tenancy agreement—

(a) the agreement continues between the lessor and the remaining co-tenants; and

(b) the tenant's rights and obligations under the agreement end.

## **Becoming a new co-tenant to existing tenancy agreement**

- 72B
- (1) Another person may become a co-tenant under the tenancy agreement—
    - (a) with the consent of the lessor and each other co-tenant; or
    - (b) under the Residential Tenancies Act, section 35D.
  - (2) An existing tenant must seek the consent of the lessor and any other co-tenant—
    - (a) by notice in writing; and
    - (b) at least 14 days before the day the person wants to become a co-tenant (time limits for the lessor or each other co-tenant to refuse consent are set out in the Residential Tenancies Act).
  - (3) If the person becomes a co-tenant—
    - (a) the agreement continues with the person becoming a co-tenant with the existing co-tenants; and
    - (b) the existing co-tenants must give the person a copy of the condition report for the premises not later than the day after the person becomes a co-tenant.
  - (4) This clause does not apply to a tenancy agreement in relation to a social housing dwelling or crisis accommodation.

## **Tenant may be responsible for damage or other breach of tenancy agreement by visitors or guests**

- 73
- The tenant is personally responsible for the actions or omissions of visitors, guests or other people on the premises if:
- (a) the action or omission would if performed by the tenant have constituted a breach of this tenancy agreement; and
  - (b) the person is on the premises with the permission of the tenant.
- 74
- The tenant is not personally responsible for the actions or omissions of a person who is on the premises:
- (a) at the request of the lessor; or
  - (b) to assist the lessor perform any of the duties of the lessor under this tenancy agreement (whether at the request of the lessor or the tenant); or
  - (c) without the consent of the tenant.

## **Keeping animals on premises**

- 74A
- (1) The tenant may keep an animal, or allow an animal to be kept, on the premises.
  - (2) The residential tenancy agreement may require the tenant to obtain the lessor's prior written consent to keep an animal, or allow an animal to be kept, on the premises (time limits for the lessor to refuse consent are set out in the Residential Tenancies Act).

74B The tenant is responsible for any repairs or additional maintenance to the premises required as a consequence of keeping an animal on the premises.

## **Lessor's access to premises**

### **Lessor cannot enter premises except as provided in tenancy agreement**

- 75
- (1) The lessor must not require access to the premises during the tenancy except as provided by the law, this tenancy agreement, the Residential Tenancies Act, or an order of the tribunal.
  - (2) The tenant may permit access to the premises by the lessor at any time.
  - (3) If requested, the lessor or the lessor's agent must provide identification to the tenant.

- 76 The lessor must not have access to the premises—
- (a) on Sundays; or
  - (b) on public holidays; or
  - (c) before 8 am and after 6 pm;
- other than—
- (d) for the purpose of carrying out urgent repairs or for health or safety reasons in relation to the premises; or
  - (e) with the consent of the tenant.

## **Access in accordance with tenancy agreement**

### **Routine inspections**

- 77 The lessor may inspect the premises twice in each period of 12 months following the commencement of the tenancy.
- 78 In addition to the inspections provided for in the previous clause, the lessor may make an inspection of the premises—
- (a) within 1 month of the commencement of the tenancy; and
  - (b) in the last month of the tenancy.
- 79
- (1) The lessor must give the tenant 1 week written notice of an inspection.
  - (2) The inspection must take place at a time agreed between the parties with reasonable regard to the work and other commitments both of the tenant and of the lessor (or their agents).
  - (3) If the parties are unable to agree on an appropriate time, the lessor or the tenant may apply to the tribunal for an order permitting access at a specified time.

### **Access for purchasers and new tenants**

- 80 The tenant must permit reasonable access to the premises during the period of 3 weeks before the end of the tenancy, on the lessor giving 24 hours notice, to allow inspection of the premises by prospective tenants.

- 81 The tenant must permit reasonable access to the premises, on the lessor giving 48 hours notice, to allow inspection of the premises by prospective purchasers of the premises, but only if—
- (a) the lessor intends to sell the premises; and
  - (b) the lessor has previously notified the tenant in writing of the lessor's intention to sell.
- 81A (1) The tenant must not unreasonably refuse an inspection of the premises by a prospective purchaser.
- (2) However, a tenant is not required to agree to more than 2 inspections a week.
- (3) The inspection must take place at a time agreed between the parties with reasonable regard to the work and other commitments both of the tenant and of the lessor (or their agents).
- (4) If the parties are unable to agree on an appropriate time, the lessor or the tenant may apply to the tribunal for an order permitting access at a stated time.

### **Access for making or inspecting repairs**

- 82 (1) On giving the tenant 1 week notice (or such other agreed period), the lessor may enter the premises at a reasonable time, having regard to the interests of the tenant and the lessor, for the purpose of making or inspecting repairs.
- (2) For urgent repairs, the lessor must give reasonable notice and enter the premises at a reasonable time having regard to the interests of the tenant and the lessor.

### **Notice to vacate by lessor**

- 83 The notice to vacate must be in writing, in the form required by the Residential Tenancies Act, and must include the following information:
- (a) the address of the premises;
  - (b) the ground(s) on which the notice is issued, together with sufficient particulars to identify the circumstances giving rise to the ground(s);
  - (c) that the lessor requires the tenant to vacate the premises by the expiry of the required notice period and that the tenancy ends on the day that the tenant vacates the premises.

### **Notice of intention to vacate by tenant**

- 84 (1) If the tenant serves a notice of intention to vacate and vacates the premises in accordance with the notice, the tenancy terminates on the date of vacating the premises.
- (2) On receiving a notice of intention to vacate, the lessor may—
- (a) accept the notice and accept that the tenancy ends on the date nominated in the notice; or
  - (b) apply to the tribunal for confirmation of the tenancy agreement, an order for compensation or both.

85 The notice of intention to vacate must be in the same form and contain the same information as the notice to vacate from the lessor except the notice must contain the statement that the tenant intends to vacate the premises on a certain date and the tenancy terminates on that date.

### **Termination where premises are not fit for habitation**

86 The lessor or the tenant may, by written notice, terminate the tenancy on a date specified in the notice on the following grounds:

- (a) the premises are not fit for habitation;
- (b) the premises are not available or will not be available because of Government action within a period of 4 weeks of the date that notice is given.

87 (1) In either case the lessor must give not less than 1 week's notice of termination of the tenancy, and the rent abates from the date that the premises are uninhabitable.

(2) The tenant may give 2 days notice of termination of the tenancy.

(3) If neither the lessor nor the tenant give notice of termination of the tenancy, the rent abates for the period that the premises are unable to be used for habitation, but the tenancy resumes when they are able to be used again.

### **Termination of tenancy by tenant**

#### **Termination on or after end of fixed term**

88 (1) The tenant may give notice to terminate a periodic tenancy by giving the lessor not less than 3 weeks notice of the date when the tenant intends to vacate the premises.

(2) The tenancy ends on the date specified by the tenant.

89 (1) The tenant may give notice to terminate a fixed term tenancy at or after the end of the tenancy by giving 3 weeks notice of the date when the tenant intends to vacate the premises.

(2) The tenancy ends on the date specified by the tenant.

#### **Termination for breach by lessor**

90 If the lessor breaches the tenancy agreement, and the tenant wishes to terminate the tenancy agreement, the tenant may either—

- (a) apply to the tribunal for an order terminating the tenancy; or
- (b) give the lessor written notice of intention to terminate the tenancy, in accordance with clause 91.

91 If the tenant decides to proceed by way of notice to the lessor, the following procedures apply:

- (a) the tenant must give the lessor a written notice that the lessor has 2 weeks to remedy the breach if the breach is capable of remedy;

- (b) if the lessor remedies the breach within that 14-day period—the tenancy continues;
- (c) if the lessor does not remedy the breach within the time specified in the notice, or if the breach is not capable of remedy—the tenant must give 2 weeks notice of intention to vacate;
- (d) the tenancy agreement terminates on the date specified by the tenant;
- (e) rent is payable to the date specified in the notice or to the date that the tenant vacates the premises, whichever is the later;
- (f) if the lessor remedies the breach during the period of the notice of intention to vacate—the tenant, at the tenant’s option, may withdraw the notice or may terminate the tenancy agreement on the date specified in the notice by vacating the premises on that date.

## **Termination of tenancy by lessor**

### **Termination for failure to pay rent**

92 The tribunal may order the termination of the tenancy and eviction of the tenant on the ground of nonpayment of rent in the following circumstances:

- (a) rent has been unpaid for 1 week. The first day of this period concludes at midnight on the day when the unpaid rent was due;
- (b) the lessor has served a notice to remedy on the tenant for the failure to pay the rent, being a notice—
  - (i) served not earlier than 1 week after the day when the rent was due; and
  - (ii) containing a statement that if the tenant pays the rent outstanding to the date of payment within 7 days of the date of service of the notice to remedy, no further action must be taken and the tenancy continues;
- (c) if all rent is not paid within 1 week of the date of service of the notice to remedy—the lessor may then serve a notice to vacate on the tenant requiring the tenant to vacate the premises within 2 weeks of service of the notice to vacate;
- (d) no earlier than the date when the notice to vacate is served, the lessor may apply to the tribunal for an order terminating the tenancy and evicting the tenant;
- (e) the tribunal hearing of the application to terminate and evict must not be earlier than the end of the period specified in the notice to vacate;
- (f) during any tenancy in which the lessor has previously issued 2 notices to remedy, the lessor may serve a notice to vacate 1 week after the day when the rent has fallen due without serving a notice to remedy.

### **Termination of tenancy for breach other than nonpayment of rent**

- 93 The tribunal may order the termination of the tenancy and eviction of the tenant on the ground of breach of the tenancy agreement in the following circumstances:
- (a) the lessor must serve a written notice requiring the tenant within 2 weeks after the day of service to remedy the breach if it is capable of remedy;
  - (b) if the breach is not remedied within 2 weeks after the day of service or if the breach is not capable of remedy—the lessor must give a notice to vacate the premises within 2 weeks after the date of service of the notice to vacate;
  - (c) if the tenant does not vacate the premises within the period of 2 weeks after the date of service of a notice to vacate—the lessor may apply to the tribunal for an order terminating the tenancy and for the eviction of the tenant;
  - (d) if the tenant breaches the terms of the tenancy on 3 occasions on any ground—on the 3rd occasion the lessor may serve a notice to vacate and need not give the tenant 2 weeks to remedy the breach.

### **Termination of tenancy without cause**

- 94 The lessor may serve a notice to vacate during the term of a tenancy requiring the tenant to vacate the premises at the end of the notice provided that—
- (a) the notice is for 26 weeks; and
  - (b) the notice does not require the tenant to vacate the premises during a fixed term.
- 95 (1) If the lessor serves a notice on the tenant under clause 94 requiring the tenant to vacate the premises at the end of the notice, the tenant may vacate the premises before that day without breaching the residential tenancy agreement by giving the lessor a notice of intention to vacate—
- (a) if the term of the tenancy ends in less than 2 weeks—at least 4 days before vacating the premises; and
  - (b) in any other case—at least 3 weeks before vacating the premises.
- (2) If subclause (1) applies, the tenancy terminates on the day the tenant vacates the premises.

### **Termination of periodic tenancy**

- 96 (1) If there is a periodic tenancy, the lessor may serve on the tenant a notice to vacate for the following periods on the following grounds:
- (a) 8 weeks notice if the lessor genuinely intends to live in the premises;
  - (b) 8 weeks notice if the lessor genuinely believes the lessor's immediate relative intends to live in the premises;
  - (c) 8 weeks notice if the lessor genuinely believes an interested person intends to live in the premises;

- (d) 8 weeks notice if the lessor genuinely intends to sell the premises;
  - (e) 12 weeks notice if the lessor genuinely intends to reconstruct, renovate or make major repairs to the premises and the reconstruction, renovation or repairs cannot reasonably be carried out with the tenant living in the premises.
- (1A) If the lessor serves a notice to vacate on the ground of an intention or belief mentioned in subclause (1) (a), (b) or (c), the lessor must also give the tenant a statutory declaration about the intention or belief.
- (2) In this clause:
- immediate relative* means a son, daughter, son-in-law, daughter-in-law, mother, father, mother-in-law, father-in-law, brother, sister, brother-in-law or sister-in-law.
- interested person*, for a lessor, means a person who is not an immediate relative of the lessor but who has a close family or personal relationship with the lessor and who has a reasonable expectation arising from that relationship that the lessor would provide accommodation for that person.
- 97 (1) If a tenant is required to vacate the premises in accordance with clause 96, the tenant may vacate the premises at any time during the 2 weeks before the date specified in the notice to vacate provided the tenant gives the lessor 4 days notice of intention to vacate.
- (2) In this case, the tenancy terminates on the date that the tenant vacates the premises.

**Notices of address for service**

- 98 (1) At the commencement of the tenancy, the lessor and the tenant must each give an address for service of notices.
- (2) If the address changes during the tenancy, the lessor or tenant must advise the other party of the new address for service within 2 weeks of the change.
- 99 On vacating the premises, the tenant must advise the lessor of a forwarding address.
- 100 If 2 or more people share a tenancy, except where this agreement otherwise provides, they do so as joint tenants.