

# Giving a termination notice

## Information for landlords

When you want to end the tenancy it is important that you follow the correct procedures. If you don't do this you run the risk of causing an unnecessary delay in getting back possession of your property or having to start the process all over again.

### Amount of notice required

If you want the tenant to vacate you must give them a termination notice. The notice must:

- be in writing
- be signed and dated by you or your agent
- be properly addressed to the tenant
- give the day on which the residential tenancy agreement is terminated and by which the tenant is required to vacate
- where appropriate, give the grounds/reason for the notice.

You can write your own notice or use the model termination notice provided by Fair Trading.

The minimum period of notice you can give the tenant to vacate is:

- 14 days - if the tenant is 14 days or more behind with the rent or has committed some other breach of the tenancy agreement
- 30 days - if the fixed term of the agreement is due to end
- 30 days - if the premises have been sold after the fixed term has ended and vacant possession is required by the buyer under the terms of the sale contract
- 90 days - if the fixed term period has expired and no new agreement has been signed.

These notice periods are designed to give tenants reasonable time to find another rental property. If they can find a property sooner they can move out at any time without having to give you any formal notice. Except where notice has been given for the end of the fixed

term, the tenant's responsibility to pay rent ends from the date they hand back possession, not the end of the notice.

There is no minimum notice period required if notice is given on the grounds of:

- the premises being destroyed or wholly or partly uninhabitable
- ceasing to be legally usable as a residence
- being acquired by compulsory process (eg. by the RTA)
- on the death of the sole tenant.

After you issue a notice you can issue another notice on a different ground if necessary. For example, if you issue 90 days notice to terminate a periodic tenancy without a reason, and the tenant then doesn't pay rent for 14 days, you can issue a non-payment of rent notice.

### Counting days and other rules

It is important to count the days accurately when working out the termination date for the notice and to add extra days to allow for delivery.

There are specific rules which need to be followed when serving a termination notice or any other notice to your tenant. Go to the Serving notice page on the Fair Trading website for more information.

### Tribunal possession orders

If you give notice and your tenant does not vacate by the due date the only action you can take is to apply to the NSW Civil and Administrative Tribunal for a possession order. You cannot forcibly evict the tenant yourself or take action such as changing the locks or cutting off the water or power supply. Heavy penalties and compensation could be payable if you do.

You need to apply to the Tribunal within 30 days after the date to vacate specified in your termination notice. Whether you obtain a possession order is up to the

Tribunal to decide, based on the evidence you and the tenant present at the hearing. In the case of notice 'without a reason' the Tribunal must make a possession order if the notice was served correctly, unless the tenant can prove it was retaliatory.

If the Tribunal makes an order it will give the tenant a date to move out. If the tenant still does not vacate you will need to obtain a warrant for possession from the Tribunal's Registry and have it enforced by the Local Court Sheriff's Office.

You can apply direct to the Tribunal for a possession order, without giving the tenant notice, in the following circumstances:

- serious damage to the premises or any neighbouring property
- injury to the landlord, agent, employee or one of the tenant's neighbours
- use of the premises by the tenant for illegal purposes such as drug manufacture
- threat, abuse, intimidation or harassment by the tenant
- undue hardship faced by the landlord
- if the tenant has occupied the same premises for 20 years or more.