



## FORM 2 - Residential Tenancies Act 1995

# NOTICE BY LANDLORD TO TENANT TO REMEDY BREACH OF AGREEMENT - NOTICE OF TERMINATION

*(Note: For periodic tenancies a Form 3 should be used for a notice of termination where no breach of agreement is alleged.)*

To: .....  
*(insert name of tenant)*

Address of premises: .....  
.....

A. I give you notice that you are in breach of the residential tenancy agreement that relates to the premises referred to above.

This breach is as follows: .....  
.....  
.....

*(Include enough details so that the tenant receiving this notice will know exactly what the breach is)*

You must remedy the breach as follows: .....  
.....

*(Include enough details so that the tenant receiving this notice will know exactly what has to be done to remedy the breach)  
(If insufficient space, attach a separate sheet)*

B. You must remedy this breach within ..... days from the date on which this notice is given to you.  
*(insert number of days as per information on page 3)*

C. If the breach is not remedied within this period, then -  
(a) the tenancy is terminated by force of this notice; and  
(b) you must give up possession of the premises on or before: ...../...../.....  
*(insert date as per information on page 3)*

Signature of landlord/agent: ..... Date: ...../...../.....

Full name of landlord/agent: .....

Address of landlord/agent: .....  
.....

This notice was served on ...../...../..... by:	personally handing it to the tenant	<input type="checkbox"/>
	mailing it to the tenant	<input type="checkbox"/>
	placing it in the tenant's letterbox	<input type="checkbox"/>
	other <i>(please specify below)</i>	<input type="checkbox"/>
.....		

## INFORMATION FOR THE TENANT

1. You may at any time after receiving this notice, while remaining in possession of the premises, apply to the Residential Tenancies Tribunal for an order -
  - (a) declaring that you are not in breach of your residential tenancy agreement;
  - (b) declaring that you have remedied the breach within the notice period;
  - (c) reinstating the tenancy.
2. If you do not remedy a specified breach, or do not apply to the Tribunal, the tenancy will be terminated on the basis of the breach by force of this notice. The landlord is then entitled to vacant possession of the premises. If you do not give vacant possession, the landlord can apply to the Tribunal for an order that you vacate the premises.
3. When you vacate the premises, you should:
  - Leave the premises in reasonable condition and in a reasonably clean state. If you do not, the landlord may recover from the security bond, or from you directly, the costs of cleaning the premises, removing any rubbish, and so on.
  - Contact the landlord or agent and arrange to meet him or her at the premises at an agreed time. With the landlord or agent, you can then inspect the premises and note on the Inspection Sheet (which you filled in and received at the start of the tenancy) the state of cleanliness of the premises and any damage that has occurred during the tenancy. You can then decide with the landlord or agent how much of the security bond should be paid to you and to the landlord (respectively).
  - If possible, you should agree on how the security bond should be paid. If you do agree, both of you should complete and sign the Refund of Bond form and lodge it with the Office of Consumer & Business Affairs. Make sure that your forwarding address is included on the form so that all or part of the security bond, or any future correspondence, can be sent to you. If agreement cannot be reached, you should contact the Tenancies Branch at the address set out below.
  - Ensure that you leave all the keys 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.

**If you have any questions or doubts about this notice, contact the advice section of the Tenancies Branch at Level 1, 91-97 Grenfell Street, Adelaide. Ph: (08) 8204 9544; Fax (08) 8204 9570**

## INFORMATION FOR THE LANDLORD

- 1.1 If the **breach on which this notice is based is solely failure to pay rent** under a residential tenancy agreement -
- (a) the rent (or part of the rent) must have remained unpaid for at least 14 days before the landlord can give this notice to the tenant; and
  - (b) the period allowed under **Item B** on page 1 to remedy the breach by paying the outstanding rent must be at least 7 clear days after the day on which this notice is received, or is expected to be received, by the tenant.
  - (c) the date specified (in **Item C** on page 1) for the tenant to give up possession of the premises can be any day after the period given to remedy the breach (which is specified in Item B on page 1). In specifying this date you should not include the day on which the notice was received or expected to be received by the tenant as part of the period to remedy the breach.

Examples -

*Form 2 notice **served personally** on Wednesday, **1 March**; seven days to remedy the breach (ie: 2 - 8 March); the earliest date for **possession** is **9 March**.*

*Form 2 notice **posted** on Wednesday, **1 March** - If posted in the metropolitan area the notice would be received by the tenant on 2 March; seven days to remedy the breach (ie: 3 - 9 March); the earliest date for **possession** is **10 March**.*

- 1.2 If the **breach on which this notice is based is a ground other than failure to pay rent** under a residential tenancy agreement -
- (a) the period allowed under **Item B** on page 1 to remedy the breach must be at least 7 clear days after the day on which this notice is received or is expected to be received by the tenant; and
  - (b) the date specified in **Item C** on page 1 for the tenant to give up possession of the premises must be at least 8 days after the day specified in Item B on page 1.
2. If the tenancy is terminated by this notice because the tenant does not comply with the requirements of this notice, you cannot enter the premises to take possession -
- (a) unless the tenant has abandoned the premises, or voluntarily given up possession of the premises; or
  - (b) unless you are authorised to take possession of the premises by an order of a court or the Residential Tenancies Tribunal. (To seek an order of the Tribunal for vacant possession, it will be necessary to lodge a Form 7 application with the Tribunal)
- 3.1 You may serve this notice on the tenant (or on an agent of the tenant) -
- (a) personally; or
  - (b) by sending it by post addressed to the person at his or her 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 his or her attention at his or her last known place of residence, employment or business.
- 3.2 If the whereabouts of the tenant is unknown, the notice may be given by publishing it in a newspaper circulating generally throughout the State.
4. You should retain a copy of this notice.

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