



FORM 4 - Residential Tenancies Act 1995

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

(Note: Form 5 should be used for a notice of termination where no breach of agreement is alleged.)

To: (insert name of landlord/agent)

A. I hereby give you notice that you are in breach of the residential tenancy agreement that relates to the following premises:

Address of rented premises:

This breach is as follows: (Include enough details so that the landlord receiving this notice will know exactly what the breach is)

You must remedy the breach as follows: (Include enough details so that the landlord receiving this notice will know exactly what has to be done to remedy the breach) (If insufficient space, attach a separate sheet)

B. This breach must be remedied within days from the date on which this notice is given to you. (insert number of days as per information on page 2)

C. If the breach is not remedied within this period, then the tenancy is terminated by force of this notice from the following date: (insert date as per information on page 2)

Signature of tenant: Date: Full name of tenant Address of tenant

This notice was served on by: personally handing it to the landlord mailing it to the landlord placing it in the landlord's letterbox other (please specify below)

INFORMATION FOR THE TENANT

- 1.1 The period allowed under **Item B** on page 1 to remedy the breach must be at least 7 clear days from the day on which this notice is received or is expected to be received by the landlord.
- 1.2 The date specified in **Item C** on page 1 for the end of the tenancy must be at least 8 days after the end of the period specified in Item B above.
- 2.1 You may serve this notice on the landlord, or on an agent of the landlord -
 - (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.
- 2.2 If the whereabouts of the landlord/agent is unknown, the notice may be given by publishing it in a newspaper circulating generally throughout the State.
3. You should retain a copy of this notice.

INFORMATION FOR THE LANDLORD

You may, within the time period fixed under this notice for termination of the tenancy, or before the tenant gives up possession of the premises, apply to the Residential Tenancies Tribunal for an order -

- (a) declaring that you are not in breach of the residential tenancy agreement;
- (b) declaring that you have remedied the breach within the notice period;
- (c) reinstating the tenancy.

TERMINATION INFORMATION

1. When the tenant vacates the premises, he/she should leave them in a reasonable condition and in a reasonably clean state. If they are not, the landlord may recover from the security bond, or from the tenant directly, the costs of cleaning the premises, removing any rubbish, and so on.
2. The tenant and landlord (or an agent) should arrange to meet at the premises at an agreed time. 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 how much of the security bond should be paid to each of you.
3. 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 the tenant's forwarding address is included on the form so that all or part of the security bond, or any future correspondence, can be sent there. If agreement cannot be reached, you should contact the Tenancies Branch at the address set out below.
4. When the tenant vacates the premises, the tenant should ensure that the tenant leaves all the keys with the landlord or agent, and notifies the electricity entity, Gas Company, Australia Post, Telstra, etc, so that the new tenants do not use gas, electricity and the telephone on the tenant's accounts, and so that mail can be forwarded.

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