



FORM 5 - Residential Tenancies Act 1995

NOTICE OF TERMINATION BY TENANT FOR A
PERIODIC TENANCY (GENERAL FORM)

(Note: A tenant cannot use this form to terminate a fixed-term tenancy - for that purpose an application
must be made to the Residential Tenancies Tribunal.)

To:
of
(insert name and address of landlord/agent)

1. I give notice of termination of a residential tenancy agreement between me as tenant and
you as landlord in respect of the premises at:
.....
.....
(insert address of rented premises)

2. I will deliver up possession of the premises to you on:/...../.....
(insert hand-over date)

(NOTE: The hand-over date must be at least 21 days from the date of this notice, or a period equivalent to
a single rental period of your tenancy (whichever is longer).

Example:- If you pay rent calendar monthly, instead of giving 21 days' notice, you would be
required to give one calendar month's notice)

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

INFORMATION FOR THE TENANT

- 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. If the whereabouts of the landlord 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.

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 he/she 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