**Form 2 –** *Residential Tenancies Act 1995*

**Landlord’s notice of breach to tenant: termination of agreement**

# Part 1

Name of tenant/s: …………………………………………………………………………..……………...

Address of rented premises: …………………………………………………………….……..………...

I give you notice that you are in breach of your agreement at the above premises.

Type of breach: *(tick relevant box)*

Unpaid rent only

*Rent (or part of rent) has remained unpaid for at least 14 days (refer to ‘Important information for landlords’).*

Other breach of agreement

*A breach other than (or in addition to) unpaid rent, such as unpaid water or property damage.*

*There are two types of breaches – ‘****unpaid rent only’*** *and ‘****other breach of agreement’****. The type of breach will determine the period of time you must give the tenant to give up possession of the premises (see* ***Part 3****). You must choose ‘other breach of agreement’ if serving this notice for* ***both*** *unpaid rent**and any other breach of agreement.*

The breach is:

……………………………………………………………………………………………........................……

..........……………………………………………………………………………………………………………

……………………...……………………………………………………………………………………………

You must remedy this breach by:



…………………………………………………………………………………………………………………...

…………………………………………………………………………………………………………………...

…………………………………………………………………………………………………………………...

*Include enough details so that the tenant knows exactly what the breach is and how to remedy the breach. If there is insufficient space, attach a separate sheet.*

# Part 2

You must remedy the breach on or before: ……. / ……. / …….

*This must be* ***at least 7 days******after*** *this notice is received, or taken to be received, by the tenant. Refer to* ***Part 4*** *for further information about the service of this notice on the tenant.*

# Part 3

If the breach is not remedied on or before the date outlined in **Part 2** above, then the tenancy is terminated by force of this notice and you must give up possession of the premises on or before:

1. For a breach of unpaid rent only*:* ……. / ……. / …….

*This may be* ***any day after*** *the date outlined in* ***Part 2****, which the tenant was required to remedy the breach.*

1. For any other breach of agreement (which may also include unpaid rent): ……. / ……. / …….

*This must be* ***at least 7 days after*** *the date outlined in* ***Part 2*** *on or before which the tenant was required to remedy the breach.*

*The landlord* ***only*** *needs to complete* ***A******or B****. Refer to type of breach (outlined in* ***Part 1****) and ‘Important information for landlords’ for further information. The landlord is not entitled to possession of the premises* ***until the day after*** *the date specified in either* ***A*** *or* ***B****.*

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# Part 4

This notice was served on the tenant on: ……. / ……. / …….

This notice was served by:

personally handing it to the tenant mailing it to the tenant

*The landlord/agent should ensure an appropriate postage delivery time frame is taken into consideration. The landlord should take all reasonable steps to ensure the dates provided on this notice are accurate and the service of this notice is valid. If serving this notice by mail, you may wish to confirm the postage delivery time frame with the service provider (ie Australia Post).* placing it in the tenant’s letterbox

emailing or faxing it to the tenant *(insert email or fax)………………………………………………………………*

*This notice will be taken to be received by the tenant on the day it is emailed or faxed to the tenant. A notice served on the tenant by email or fax should still be signed by the landlord/agent.*

other: *(please specify)* ………………………………………………………………………...……………………….……

## Part 5

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

Address for service of landlord/agent:………………………………………………………………………..

…………………………………………………………………………………………………………………….

Signature: ………………………………………………………………….……. Date: ……. / ……. / …….

Important information

### Tenants

You may apply to the South Australian Civil and Administrative Tribunal (SACAT) to reinstate the tenancy if you believe you are not in breach of your agreement or the breach has been remedied. If you do not remedy the breach (or apply to SACAT) the tenants and all occupants will need to move out of the premises with their possessions on or before the date specified in **Part 3**.

### Landlords

Rent (or part of rent) must remain unpaid for at least **14 days** before serving this notice on the tenant. For example, if rent is paid to 1 March (and rent is payable fortnightly), then this notice can first be served on 17 March for unpaid rent due on 2 March and 16 March. The 14 days do not include the day that rent is due. If the tenant does not remedy the breach or give up possession of the premises on or before the date specified in **Part 3**, you **cannot** enter the premises unless; the tenant has abandoned or voluntarily gives up possession of the premises, or you have applied to the South Australian Civil and Administrative Tribunal (SACAT) and received an order authorising you to take possession.

You are not entitled to possession of the premises until the following day after the date specified in **Part 3** – this is the earliest you can apply to SACAT for an order authorising you to take possession.

*For further information or advice on tenant and landlord rights and obligations, visit* [*sa.gov.au/tenancy/renters*](http://www.sa.gov.au/tenancy/renters) *or contact Consumer and Business Services on 131 882.*

*To apply to the South Australian Civil and Administrative Tribunal, visit* [*sacat.sa.gov.au/bringing-a-case-/applying*](http://www.sacat.gov.au/bringing-a-case-/applying) *or call 1800 723 767.*



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