

SOUTH AUSTRALIA

**RESIDENTIAL TENANCIES (GENERAL) REGULATIONS 1995**

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## APPENDIX LEGISLATIVE HISTORY

# REGULATIONS UNDER THE RESIDENTIAL TENANCIES ACT 1995

## *Residential Tenancies (General) Regulations 1995*

being

No. 210 of 1995: *Gaz.* 23 November 1995, p. 1427<sup>1</sup>

as varied by

No. 16 of 1996: *Gaz.* 25 January 1996, p. 847<sup>2</sup>

No. 159 of 1999: *Gaz.* 29 July 1999, p. 626<sup>3</sup>

<sup>1</sup> Came into operation 30 November 1995: reg. 2.

<sup>2</sup> Came into operation 5 February 1996: reg. 2.

<sup>3</sup> Came into operation 29 July 1999: reg. 2.

2.

**PART 1  
PRELIMINARY**

**Citation**

1. These regulations may be cited as the *Residential Tenancies (General) Regulations 1995*.

**Commencement**

2. These regulations will come into operation on 30 November 1995.

**Interpretation**

3. In these regulations, unless the contrary intention appears—

"**Act**" means the *Residential Tenancies Act 1995*;

"**serviced apartment**" means an apartment or unit in respect of which the person who grants the right of occupancy provides, on an on-going basis, various services associated with the occupation of the apartment or unit.

## **PART 2 GENERAL PROVISIONS**

### **Short fixed-term tenancies**

4. (1) For the purposes of subparagraph (i) of section 4(1)(b) of the Act, the notice that a landlord must give to a tenant under that subparagraph must be in the form set out in schedule 1 (Part A).

(2) For the purposes of subparagraph (ii) of section 4(1)(b) of the Act, the statement that a tenant must sign under that subparagraph must be in the form set out in schedule 1 (Part B).

### **Exempted agreements**

5. Pursuant to section 5(1)(h) of the Act, the Act does not apply to—

- (a) an agreement genuinely entered into on a short-term, temporary basis, for the occupation of a serviced apartment where the serviced apartment will not, while so occupied, constitute the principal place of residence of the occupant;

An agreement conferring a right to occupy a serviced apartment for a fixed term of 60 days or longer will be taken, in the absence of proof to the contrary, not to have been genuinely entered into on a short-term, temporary basis for the purposes of paragraph (a).

- (b) an agreement that relates to residential premises which—
- (i) form part of a building in which other premises are let by the landlord to the tenant for the purposes of a trade, profession or business carried on by the tenant; or
  - (ii) are situated on land which is let by the landlord to the tenant for the purposes of a trade, profession or business (including agriculture) carried on by the tenant; or
  - (iii) are situated in the township of Leigh Creek South and which are the subject of a tenancy agreement to which an electricity entity (within the meaning of the *Electricity Act 1996*) is a party as landlord.

### **Provision of information by the landlord**

6. At the time that a residential tenancy agreement is entered into, the landlord (or his or her agent) must furnish the tenant with an information brochure in a form determined by the Minister.

### **Inspection sheets**

7. (1) At the time that a residential tenancy agreement is entered into, the landlord (or his or her agent) must complete and provide to the tenant two signed copies of an inspection sheet in a form determined by the Minister, or in a form that satisfies the requirements of the form determined by the Minister and that in particular—

- (a) provides for the premises the subject of a residential tenancy agreement to be identified; and
- (b) provides comprehensive details of fixtures, furniture and other contents in the premises; and

4.

- (c) provides for the condition of the premises and the fixtures, furniture and other contents of the premises to be described by both the landlord and tenant, both at the time of commencement and termination of the agreement; and
- (d) provides for the signature of the parties of the agreement both at the time of commencement and termination of the agreement; and
- (e) advises the tenant that if a dispute arises about the condition of the premises, the tenant may contact the Tenancies Branch of the Office of Consumer and Business Affairs about the matter.

(2) The form should be used for a comparison check when the tenant vacates the premises.

**Other amounts recoverable by the landlord**

8. Pursuant to section 53(2)(c) of the Act, a landlord is also authorised to require or receive payments for the provision of electricity, gas or telephone services at the premises if the accounts for those items are in the name of the landlord.

**Limit of amount of bond—rent level**

9. For the purposes of paragraphs (a) and (b) of section 61(3) of the Act, the amount of \$250 per week is prescribed.

**Transmission of bond to Commissioner**

10. For the purposes of section 62(2) of the Act, the following period is allowed for the payment to the Commissioner of an amount paid by way of security:

- (a) if the person who receives the amount is a registered agent—30 days after the receipt of the amount;
- (b) in any other case—seven days after the receipt of the amount.

**Security bond—third party payments and guarantees**

10A. (1) For the purposes of section 63(7) of the Act, the South Australian Housing Trust is prescribed as a "third party".

(2) For the purposes of section 63(7)(b) of the Act, a third party may give the Commissioner notice of the third party's interest by making an endorsement indicating the third party's interest on the form furnished to the Commissioner at the time that the relevant security is paid to the Commissioner under section 62 of the Act, or in some other manner determined by the Minister for the purposes of this regulation.

(3) For the purposes of section 63(9) of the Act—

- (a) the South Australian Housing Trust is prescribed as a "third party"; and
- (b) the prescribed circumstances are where the South Australian Housing Trust is acting as guarantor for a tenant.

**Items for which a housing co-operative is not responsible**

11. Pursuant to subsection (2)(b) of section 68 of the Act, if the landlord is a registered housing co-operative, the landlord is not required to comply with subsection (1) of that section in relation to the following items:

- (a) airconditioners;
- (b) antennas;
- (c) ceiling fans;
- (d) washing machines;
- (e) dishwashers;
- (f) external blinds;
- (g) floor coverings;
- (h) garden sheds;
- (i) internal blinds and curtains;
- (j) light fittings;
- (k) rain water tanks, other than where the tank is the only source of water for the premises;
- (l) refrigeration units;
- (m) room heaters;
- (n) spa bath motors;
- (o) swimming pools and associated plant or equipment;
- (p) waste disposal units;
- (q) water pumps, other than where the water pumped is the only water supplied to the premises;
- (r) window treatments.

**Notice of termination—landlords**

12. (1) A notice given by a landlord to a tenant under section 80 of the Act (including a notice that provides for the termination of the tenancy) must be in the form set out in schedule 2.

(2) A notice of termination given by a landlord to a tenant (other than under section 80 of the Act) must be in the form of schedule 3.

**Notice of termination—tenants**

**13.** (1) A notice given by a tenant to a landlord under section 85 of the Act (including a notice that provides for the termination of the tenancy) must be in the form set out in schedule 4.

(2) A notice of termination given by a tenant to a landlord (other than under section 85 of the Act) must be in the form set out in schedule 5.

**Abandoned goods**

**14.** For the purposes of section 97(3) of the Act, the notice set out in schedule 6 is prescribed.

**Offence**

**15.** A person who contravenes or fails to comply with a regulation under this Part is guilty of an offence.

Maximum penalty: \$250.



**PART 3**  
**PROVISIONS RELATING TO THE TRIBUNAL**

**Conferral of jurisdiction—registrars**

**16.** Pursuant to section 16(*b*) of the Act, the registrar or a deputy registrar may exercise the jurisdiction of the Tribunal—

- (*a*) to give a notice under section 25(2) of the Act;
- (*b*) to refer contested proceedings to a conference of the parties under section 26 of the Act;
- (*c*) to decline to entertain an application, or to adjourn a hearing, under section 32(1)(*b*) of the Act;
- (*d*) to extend a period prescribed by or under the Act under section 32(1)(*e*) of the Act;
- (*e*) to adjourn a hearing under section 32(1)(*g*) of the Act;
- (*f*) to allow the amendment of an application under section 32(1)(*h*) of the Act;
- (*g*) to order pursuant to section 32(1)(*l*) of the Act that an application be struck out with the consent of the applicant;
- (*h*) to allow the South Australian Co-operative Housing Authority to intervene in proceedings before the Tribunal under section 32(3) of the Act;
- (*i*) to appoint a mediator under section 34 of the Act;
- (*j*) to grant an authorisation under section 43 of the Act.

**Application to the Tribunal**

**17.** (1) Pursuant to section 25(1)(*b*) of the Act, an application to the Tribunal under the Act by a landlord or a tenant must contain the following particulars:

- (*a*) the name and address of the applicant and whether landlord or tenant;
- (*b*) the name and last known address of the other party;
- (*c*) the address of the premises the subject of the residential tenancy agreement;
- (*d*) the order or determination sought by the applicant;
- (*e*) the grounds on which the application is made.

(2) The application referred to in subregulation (1) may be in the form set out in schedule 7.

(3) If the tenancy has been terminated by notice of termination under the Act or under the agreement and the applicant is applying to the Tribunal for an order for possession of the premises, the application must be accompanied by a copy of the notice of termination.

8.

(4) Pursuant to section 25(1)(b) of the Act, an application to the Tribunal under section 90 of the Act by an interested person (not being a landlord) must contain the following particulars:

- (a) the name and address of the applicant;
- (b) the address of the relevant premises;
- (c) the name of the tenant (if known), and the name and address of the landlord (if known);
- (d) the grounds on which the application is made (*see* section 90).

(5) The application referred to in subregulation (4) may be in the form set out in schedule 8.

(6) No fee is payable on an application to the Tribunal under the Act.

**Seal**

18. (1) The Tribunal will have a seal (and may have more than one seal).

(2) The seal of the Tribunal will be fixed on such process or orders of the Tribunal as the Presiding Member may direct.

**SCHEDULE 1**  
*Residential Tenancies Act 1995—Section 4(1)(b)*

*Short fixed—term tenancies*

**PART A**

*Notice to be given to tenant by landlord*  
*(Complete this form in duplicate)*

To: .....  
(Name of tenant)

I hereby give you notice under section 4 of the *Residential Tenancies Act 1995* that the residential tenancy agreement you have entered into is a **short fixed term**<sup>1</sup> tenancy of. . . . . days.

Note: A **short fixed term** tenancy is a tenancy for a term of 90 days or less.

**YOU ARE WARNED THAT THE TERM OF YOUR TENANCY WILL COME TO AN END AT THE COMPLETION OF THIS PERIOD AND THAT YOU SHOULD NOT EXPECT TO CONTINUE IN POSSESSION OF THE PREMISES AFTER THAT TIME.**

Details of relevant residential tenancy agreement:

- 1. Name of landlord: .....
- 2. Address of premises: .....  
.....  
.....
- 3. First day of tenancy: .....
- 4. Last day of tenancy: .....

Date: .....

Signed: .....  
(Landlord/Agent)

Address: .....  
.....

**PART B**

*Statement to be signed by tenant*

I, ..... understand that I have entered a **short fixed term**  
(Name of tenant)

tenancy of 90 days or less, starting on ..... and finishing on .....

**I acknowledge receipt of a notice from the landlord about this tenancy.**

In accordance with section 4 of the *Residential Tenancies Act 1995*, I acknowledge that I do not expect to continue possession of the premises at ..... after the end of the term stated in the agreement.

Date: .....

Signed: .....  
(Tenant)

The landlord should complete this form in duplicate and give both copies to the tenant to sign. The tenant should then complete Part B and return one copy to the landlord.

**SCHEDULE 2**  
*Residential Tenancies Act 1995—Section 80*  
*(Residential Tenancies (General) Regulations 1995—Regulation 12(1))*

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

*(Note: If a landlord is not alleging a breach of the agreement, the landlord should use the general form—see Schedule 3 of the Residential Tenancies (General) Regulations 1995)*

To: .....  
(Name of tenant)

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

A. I hereby 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: .....  
.....  
(Set out particulars of breach) .....  
.....

B. You must remedy this breach within . . . . . days<sup>1</sup> from the date on which this notice is given to you.

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 the following day: . . . . .<sup>1</sup>

<sup>1</sup>See information set out below

DATED the . . . . . day of . . . . .

Signed: .....  
(Landlord/Agent)

Full name: .....

Address for the service of notices and documents: .....  
.....  
.....

### 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 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 above to remedy the breach by paying the outstanding rent must be at least 7 days from the day on which this notice is given to the tenant; and
  - (c) the date specified in Item C above for the tenant to give up possession of the premises can be any day after the day specified in Item B.
- 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 above to remedy the breach must be at least 7 days from the day on which this notice is given to the tenant; and
  - (b) the date specified in Item C above for the tenant to give up possession of the premises must be at least 7 days after the day specified in Item B.
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.
- 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.

### 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) that the tenancy be reinstated.
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. The following information is relevant when you vacate the premises:
  - 3.1. When you vacate the premises, you should leave them 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.

- 3.2. You should 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) 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).
- 3.3. 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 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.
- 3.4. When you vacate the premises, ensure that you leave all the keys with the landlord or agent, and notify the Electricity Corporation, SA Gas Co., Post Office, 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 Tenancies Branch at Level 1, 91-97 Grenfell Street, Adelaide, SA 5000 (Telephone 204 9544) (Facsimile (08) 204 9571).**

**SCHEDULE 3**

*Residential Tenancies Act 1995—Section 91(1)*  
*(Residential Tenancies (General) Regulations 1995—Regulation 12(2))*

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

*(Note: A landlord cannot use this form to terminate a fixed-term tenancy (except under section 82 of the Act)—Application must be made to the Residential Tenancies Tribunal)*

To: .....  
(Name of Tenant)

I hereby give you notice to deliver up vacant possession of the premises at:

.....  
.....  
(Address of Premises)

on ....., **this date being:**  
(date on which tenant required to vacate premises)

\*(Delete A or B as appropriate)

A. Not less than 90 days.<sup>1</sup>

<sup>1</sup> A landlord may terminate a periodic tenancy by giving the tenant at least 90 days notice without specifying a ground of termination.

**OR**

B. Not less than <sup>2</sup> days if this notice is being given on one (or more) of the following grounds (and indicate, by underlining, which ground or grounds apply):

- (a) the landlord requires possession of the premises for demolition
- (b) the landlord requires possession of the premises for repairs or renovations that cannot be carried out conveniently while the tenant remains in possession of the premises
- (c) the landlord requires possession of the premises for the landlord's own possession, or occupation by the landlord's spouse, child or parent, or occupation by the spouse of the landlord's child or parent
- (d) the landlord requires possession for the landlord to give vacant possession to a purchaser of the premises as they have entered into a contract of sale dated the ..... day of ..... 19.....

<sup>2</sup> The period of notice required under this item must be—

- (a) 60 days; or
- (b) if the term of the tenancy, on a periodical basis, is greater than 60 days—that greater term (not 60 days).

DATED the ..... day of .....

Signed: .....  
(Landlord/Agent)



Full name: .....

Address for the service of notices and documents: .....  
.....  
.....

**INFORMATION FOR THE LANDLORD**

- 1. If the landlord is a registered housing co-operative and the tenant has ceased to be a member of the co-operative or no longer satisfies an essential requirement to remain as a tenant, the period of notice can be 28 days.
- 2. Except where the landlord is a registered housing co-operative, this notice cannot be used if the tenancy has been entered into for a **fixed** term.
- 3. It is a criminal offence under the *Residential Tenancies Act 1995* to state a false ground of termination in this notice.
- 4. If the premises are subject to a housing improvement notice or are subject (or potentially subject) to rent control, the Tribunal must give its authorisation to this notice before it is effective.
- 5.1 This notice may be served 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.
- 5.2 If the whereabouts of the tenant is unknown, the notice may be given by publishing it in a newspaper circulating generally throughout the State.
- 6. You should retain a copy of this notice.

**INFORMATION FOR THE TENANT**

- 1. When you vacate the premises, you should leave them in a 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.
- 2. You should 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) 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).
- 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 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.
- 4. When you vacate the premises, ensure that you leave all the keys with the landlord or agent, and notify the Electricity Corporation, SA Gas Co., Post Office, 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 Tenancies Branch at Level 1, 91-97 Grenfell Street, Adelaide, SA 5000 (Telephone 204 9544) (Facsimile (08) 204 9571).**

**SCHEDULE 4**

*Residential Tenancies Act 1995—Section 85  
(Residential Tenancies (General) Regulations 1995—Regulation 13(1))*

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

*(Note: If the tenant is not alleging a breach of the agreement, the tenant should use the general form—see Schedule 5 of the Residential Tenancies (General) Regulations 1995)*

To: .....  
(Name of landlord)

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

A. I hereby 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: .....  
.....  
(Set out particulars of breach) .....

B. You must remedy this breach within ..... days<sup>1</sup> from the date on which this notice is given to you.

C. If the breach is not remedied within this period, then the tenancy is terminated by force of this notice from the following day: .....<sup>1</sup>.

<sup>1</sup> See information set out below.

DATED the ..... day of .....

Signed: .....  
(Tenant)

Full name: .....

Address for service of notices and documents: .....  
.....  
.....

**INFORMATION FOR THE TENANT**

- 1.1 The period allowed under Item B above to remedy the breach must be at least 7 days from the day on which this notice is given to the landlord.
- 1.2 The date specified in Item C above for the end of the tenancy must be at least 7 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 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, the tenant 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) 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 Corporation, SA Gas Co., Post Office, 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 Tenancies Branch at Level 1, 91-97 Grenfell Street, Adelaide, SA 5000 (Telephone 204 9544) (Facsimile (08) 204 9571).**

**SCHEDULE 5**

*Residential Tenancies Act 1995—Section 91(2)*  
*(Residential Tenancies (General) Regulations 1995—Regulation 13(2))*

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

*(Note: A tenant cannot use this form to terminate a fixed-term tenancy—Applications should be made to the Residential Tenancies Tribunal in such cases)*

To: .....  
(Name of landlord)

.....  
(Address of landlord)

I hereby give notice of termination of a residential tenancy agreement between me as tenant and you as landlord in respect of the premises at .....

.....  
(Address of premises)

I will deliver up possession of the premises to you on the ..... day of ..... 19 ....., which is at least 21 days from the date of this notice, or a period equivalent to a single period of your tenancy (whichever is longer).

DATED the ..... day of .....

Signed .....  
(Tenant)

Full name: .....

Address for  
service of notices  
and documents: .....  
.....  
.....

**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.

### INFORMATION FOR THE LANDLORD

You may, within the time period fixed 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, the tenant 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) 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 Corporation, SA Gas Co., Post Office, 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 Tenancies Branch at Level 1, 91-97 Grenfell Street, Adelaide, SA 5000 (Telephone 204 9544) (Facsimile (08) 204 9571).**

**SCHEDULE 6**

*Residential Tenancies Act 1995—Section 97*

**RESIDENTIAL TENANCIES (GENERAL) REGULATIONS 1995**

**NOTICE BY LANDLORD OF STORAGE OF GOODS**

To: .....  
(Name of person to whom notice is addressed<sup>1</sup>)

of: .....  
.....

Re: Goods left at residential premises at the following address:  
.....  
.....  
.....

Details of relevant residential tenancy agreement

- 1. Name of tenant: .....
- 2. Date of agreement: .....
- 3. Date of termination: .....

On the . . . . . day of . . . . . the residential tenancy agreement described above terminated. The following goods were left on the premises:

.....  
.....  
.....  
(Specify goods, other than perishable foodstuffs or goods below a certain value—see section 97(1)(a) of the Act)

These goods have been stored in a safe place and manner.

If you are entitled to possession of the goods, you may reclaim the goods by paying to me the reasonable costs of their removal and storage.

If the goods are not reclaimed on or before the . . . . . day of . . . . . (being 60 days after the day on which I removed and stored the goods), the goods will be sold by public auction. I will then retain from the proceeds of sale various costs and amounts owed to me.<sup>2</sup>

.....  
(Signature of landlord)  
/ /

.....  
(Address of landlord)

Notes:

1. This notice must be sent to—

- (a) if the tenant has left a forwarding address—the tenant; and
- (b) if another person has, to the knowledge of the landlord, an interest in the goods and the person's name and address are known to, or reasonably ascertainable by, the landlord—that person.

(Notice of the storage of the goods must also be published in a newspaper circulating generally throughout the State.)

2. These costs and amounts are—

- (a) the reasonable costs of removing, storing and selling the goods; and
- (b) the reasonable costs associated with publishing the newspaper notice; and
- (c) any amounts owed to the landlord under the residential tenancy agreement.

(The balance must be paid to the owner or, if his or her identity are not known to, and are not reasonably ascertainable by, the landlord, to the Commissioner for Consumer Affairs.)

**IMPORTANT:** IF YOU HAVE ANY QUERIES ABOUT THIS NOTICE OR WHAT YOU SHOULD DO, CONTACT THE OFFICE OF CONSUMER AND BUSINESS AFFAIRS—TENANCIES BRANCH — 91-97 GRENFELL STREET, ADELAIDE (TELEPHONE: 204 9544)

**SCHEDULE 7**  
*Residential Tenancies Act 1995*

**APPLICATION TO THE RESIDENTIAL TENANCIES TRIBUNAL**  
*(Landlord or Tenant)*

The Registrar  
Residential Tenancies Tribunal

I/We. ....Telephone No .....  
(Full Names-Block Letters)

of ..... Postcode.....

Landlord/Agent  
the ..... under the residential tenancy agreement  
Tenant (delete as appropriate)

for .....  
(State term of agreement-If not fixed term insert periodic tenancy)

with .....  
(Full name of other Party-Block Letters)

of ..... Postcode.....

in respect of premises situated at .....

..... Postcode.....

HEREBY APPLY to the Residential Tenancies Tribunal for an order or determination to the following effect:  
**(SET OUT ORDER SOUGHT)**

.....  
.....  
.....  
.....

The grounds on which the application is made are as follows:  
(Set out brief details of dispute and why order/determination is sought)

.....  
.....  
.....  
.....  
.....  
.....



Details of tenancy

Date tenancy commenced: .....

Weekly rental: .....

Rental paid to: .....

If relevant, date tenancy terminated: ..... by notice of termination dated: .....

DATED the ..... day of .....

Signature of applicant: .....

Address for service of notice  
or documents in the proceedings: .....

.....

.....

Note:

If you have served a notice of termination on the other party, a copy of that notice should accompany this application.

**SCHEDULE 8**  
*Residential Tenancies Act 1995*

**APPLICATION TO THE RESIDENTIAL TENANCIES TRIBUNAL**

**SECTION 90—INTERESTED PERSON (OTHER THAN A LANDLORD)**

The Registrar  
Residential Tenancies Tribunal

I. .... Telephone No .....  
(Full Name-Block Letters)

of ..... Postcode.....

make application to the Tribunal for the termination of the residential tenancy that relates to the premises at the following address: .....

.....  
.....

The name of the tenant is: .....  
(Provide name if known, or state "Unknown")

The name and address of the landlord are: .....  
(Provide name and address, if known, or state "Unknown")

.....  
.....

The grounds on which the application is made are as follows:

(Set out relevant information)

.....  
.....  
.....  
.....

Dated this ..... day of ..... 19 .....

Signature of applicant: .....

Address for service of notice or documents in proceedings:

.....  
.....  
.....  
.....

Note: The Tribunal may make an order for the termination of a tenancy on the basis of this type of application if, on due application, it is satisfied that the tenant has—

- (a) used the relevant premises, or caused or permitted the relevant premises to be used, for an illegal purpose; or
- (b) caused or permitted a nuisance; or
- (c) caused or permitted an interference with the reasonable place, comfort or privacy of another person who resides in the immediate vicinity of the relevant premises.

## **APPENDIX**

### **LEGISLATIVE HISTORY**

Regulation 5:  
Regulation 10A:

varied by 159, 1999, reg. 4(b) (Sched. 2 cl. 6)  
inserted by 16, 1996, reg. 3