

South Australia

Residential Tenancies Regulations 2010

under the *Residential Tenancies Act 1995*

Contents

Part 1—Preliminary

- 1 Short title
- 2 Commencement
- 3 Interpretation

Part 2—General provisions

- 4 Provision of information and inspection sheets by landlord
- 5 Short fixed term tenancies (section 4 of Act)
- 6 Exempted agreements (section 5 of Act)
- 7 Other amounts recoverable by landlord (section 53 of Act)
- 8 Limit of amount of bond—rent level (section 61 of Act)
- 9 Transmission of bond to Commissioner (section 62 of Act)
- 10 Security bond—third party payments and guarantees (section 63 of Act)
- 11 Items for which a housing co-operative is not responsible (section 68 of Act)
- 12 Prescribed limit—water rates (section 73 of Act)
- 13 Notice of termination—landlords (Part 5 Division 2 of Act)
- 14 Notice of termination—tenants (Part 5 Division 3 of Act)
- 15 Abandoned goods (section 97 of Act)

Part 3—Provisions relating to Tribunal

- 16 Conferral of jurisdiction—registrars (section 16 of Act)
- 17 Application to Tribunal (section 25 of Act)
- 18 Seal
- 19 Fees

Schedule 1—Forms

Schedule 2—Fees

Schedule 3—Revocation of regulations

- 1 Revocation of *Residential Tenancies (General) Regulations 1995*
- 2 Revocation of *Residential Tenancies (Water Rates) Regulations 1995*

Legislative history

Part 1—Preliminary

1—Short title

These regulations may be cited as the *Residential Tenancies Regulations 2010*.

2—Commencement

These regulations will come into operation on 1 September 2010.

3—Interpretation

In these regulations—

Act means the *Residential Tenancies Act 1995*.

Part 2—General provisions

4—Provision of information and inspection sheets by landlord

At the time that a residential tenancy agreement is entered into, the landlord (or his or her agent) must—

- (a) furnish the tenant with an information brochure in a form determined by the Minister; and
- (b) complete and provide to the tenant 2 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—
 - (i) provides for the premises the subject of a residential tenancy agreement to be identified; and
 - (ii) provides comprehensive details of fixtures, furniture and other contents in the premises; and
 - (iii) 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
 - (iv) provides for the signature of the parties of the agreement both at the time of commencement and termination of the agreement; and
 - (v) 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.

Note—

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

Maximum penalty: \$250.

5—Short fixed term tenancies (section 4 of Act)

- (1) A notice given by a landlord to a tenant for the purposes of section 4(1)(b)(i) of the Act must be in the form set out in Part A of Form 1 in Schedule 1.

- (2) A statement signed by a tenant for the purposes of section 4(1)(b)(ii) of the Act must be in the form set out in Part B of Form 1 in Schedule 1.

6—Exempted agreements (section 5 of Act)

- (1) 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 if the serviced apartment will not, while so occupied, constitute the principal place of residence of the occupant; or
 - (b) an agreement that relates to residential premises that—
 - (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 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.
- (2) For the purposes of subregulation (1)(a), 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.

- (3) In this regulation—

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.

7—Other amounts recoverable by landlord (section 53 of Act)

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.

8—Limit of amount of bond—rent level (section 61 of Act)

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

9—Transmission of bond to Commissioner (section 62 of Act)

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—7 days after the receipt of the amount.

10—Security bond—third party payments and guarantees (section 63 of Act)

- (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.

11—Items for which a housing co-operative is not responsible (section 68 of Act)

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

- (a) air conditioners;
- (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.

12—Prescribed limit—water rates (section 73 of Act)

For the purposes of section 73(3) of the Act, the limit up to which the landlord will bear rates and charges for water supply in the absence of an agreement on the matter under section 73(2) of the Act is fixed at—

- (a) the supply charge for the premises under Part 5 of the *Waterworks Act 1932*; and
- (b) the water rate for the supply to the premises of 136 kilolitres of water for each financial year.

13—Notice of termination—landlords (Part 5 Division 2 of Act)

- (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 Form 2 in Schedule 1.
- (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 set out in Form 3 in Schedule 1.

14—Notice of termination—tenants (Part 5 Division 3 of Act)

- (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 Form 4 in Schedule 1.
- (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 Form 5 in Schedule 1.

15—Abandoned goods (section 97 of Act)

For the purposes of section 97(3) of the Act, the notice set out in Form 6 in Schedule 1 is prescribed.

Part 3—Provisions relating to Tribunal

16—Conferral of jurisdiction—registrars (section 16 of Act)

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.

17—Application to Tribunal (section 25 of Act)

- (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 the application is made as 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 Form 7 in Schedule 1.
- (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.
- (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 of the Act).
- (5) The application referred to in subregulation (4) may be in the form set out in Form 8 in Schedule 1.

18—Seal

- (1) The Tribunal will have a seal (and may have more than 1 seal).
- (2) The seal of the Tribunal will be fixed on such process or orders of the Tribunal as the Presiding Member may direct.

19—Fees

Pursuant to section 46(1) of the Act, the fees set out in Schedule 2 are prescribed.

Schedule 1—Forms

Form 1—Short fixed term tenancies

Residential Tenancies Act 1995

The landlord must complete Part A of this form in duplicate and give both copies to the tenant to sign. The tenant should then complete Part B and return 1 copy to the landlord.

Part A—Notice to be given to tenant by landlord

To: *[insert name of tenant]*

- 1 I 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 tenancy of *[insert relevant number of days between 1 and 90]* days.
A short fixed term tenancy is a tenancy for a term of 90 days or less.
- 2 **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.**
- 3 Details of relevant residential tenancy agreement
 - Name of landlord:
 - Address of rented premises:
 - Commencement date:
 - Last day of tenancy:

Signature of landlord/agent:

Date:

Address of landlord/agent:

Part B—Statement to be signed by tenant

The landlord should have completed Part A of this form and given you 2 copies. You should complete Part B and return 1 copy to the landlord.

- 1 I *[insert name of tenant]* understand that I have entered a short fixed term tenancy of 90 days or less—
 - starting on: *[insert commencement date]*
 - and finishing on: *[insert end date]*
- 2 **I acknowledge receipt of a notice (Part A of this form) from the landlord about this tenancy.**
- 3 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 *[insert address of rented premises]* after the end of the term stated in the agreement.

Signature of tenant:

Date:

Form 2—Notice by landlord to tenant to remedy breach of agreement—Notice of termination

Residential Tenancies Act 1995

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: *[insert address of rented premises]*

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

The breach is as follows:

[include enough details so that the tenant will know exactly what the breach is]

You must remedy the breach as follows:

[include enough details so that the tenant will know exactly what has to be done to remedy the breach]

- B You must remedy the breach within *[insert number of days—see information for landlord below]* days 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 *[insert date—see information for landlord below]*.

Signature of landlord/agent:

Date:

Full name of landlord:

Address of landlord:

Service of notice

This notice was served on *[insert date]* by:

[Tick 1 box]

- personally handing it to the tenant
- mailing it to the tenant
- placing it in the tenant's letterbox
- other *[please specify]*

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—
 - (a) 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;
 - (b) 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 the 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);
 - (c) if possible, agree on how the security bond should be paid. If you agree, both of you should complete and sign the Refund of Bond form and lodge it with the Office of Consumer and 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 of the Office of Consumer and Business Affairs;
 - (d) ensure that you leave all the keys with the landlord or agent, and notify the relevant electricity, gas, postal and telephone entities 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.

Information for the landlord

- 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** 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; and
 - (c) the date specified (in **Item C**) 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). 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; 7 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 it would be received by the tenant on 2 March; 7 days to remedy the breach (ie 3 - 9 March); the earliest date for possession is 10 March.

- 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** 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** for the tenant to give up possession of the premises must be at least 8 days after the day specified in Item B.
- 3 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, unless—
 - (a) the tenant has abandoned the premises, or voluntarily given up possession of the premises; or
 - (b) 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).
- 4 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.
- 5 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.

Form 3—Notice of termination by landlord (General form for periodic tenancy)

Notice of termination by housing co-operative (For fixed term or periodic agreement)

Residential Tenancies Act 1995

This form may be used by a registered housing co-operative to terminate a fixed term tenancy or a periodic tenancy.

This form may be used by any other landlord to terminate a periodic tenancy. To terminate a fixed term tenancy, a landlord who is not a registered housing co-operative must make an application to the Residential Tenancies Tribunal.

To: *[insert name of tenant]*

Address of premises: *[insert address of rented premises]*

I give you notice to deliver up vacant possession of the premises referred to above on *[insert date on which tenant is required to vacate premises]*, being a date that is—
[tick 1 of the 3 main boxes]

- not less than 90 days
A landlord may terminate a periodic tenancy by giving the tenant at least 90 days' notice without specifying a ground of termination.
- not less than *[insert number]* days, this notice being given on the following grounds:
The period of notice given on these grounds must be at least 60 days or if, under the terms of the periodic tenancy, rent is payable at intervals of greater than 60 days, that greater period.
[you may tick more than 1 of the following boxes]
- the landlord requires possession of the premises for demolition
 - 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
 - the landlord requires possession of the premises for the landlord's own occupation, or occupation by the landlord's spouse, child or parent, or occupation by the spouse of the landlord's child or parent
 - 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: *[insert date of contract of sale]*
- not less than 28 days, this notice being given on the following grounds:
[you may tick more than 1 of the following boxes]
- you have ceased to be a member of the housing co-operative
 - you no longer satisfy a condition or conditions specified by the tenancy agreement with the housing co-operative as essential to the continuation of the tenancy, namely *[state condition(s) no longer satisfied by the tenant]*

Signature of landlord/agent:

Date:

Full name of landlord:

Address of landlord:

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 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.

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 If your tenancy agreement is for a periodic tenancy and you wish to leave the rented premises before the date on which the landlord has indicated vacant possession of the premises is required, you may do so by serving a notice of termination (Form 5) on the landlord at least 21 days before leaving, or a period equivalent to a single rental period of your tenancy (whichever is longer).

Example—

If you pay rent per calendar month, instead of giving 21 days' notice, you would be required to give 1 calendar month's notice.

- 2 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.
- 3 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) 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).
- 4 If possible you should agree on how the security bond should be paid. If you agree, both of you should complete and sign the Refund of Bond form and lodge it with the Office of Consumer and 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 of the Office of Consumer and Business Affairs.
- 5 When you vacate the premises, ensure that you leave all the keys with the landlord or agent, and notify the relevant electricity, gas, postal and telephone entities 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.

Form 4—Notice by tenant to landlord to remedy breach of agreement—Notice of termination

Residential Tenancies Act 1995

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

To: *[insert name of landlord/agent]*

Address of premises: *[insert address of rented premises]*

- A I give notice that the landlord is in breach of the residential tenancy agreement that relates to the premises referred to above.

The breach is as follows:

[include enough details so that the landlord will know exactly what the breach is]

You must remedy the breach as follows:

[include enough details so that the landlord will know exactly what has to be done to remedy the breach]

- B You must remedy the breach within *[insert number of days—see information for tenant below]* days from the date on which this notice is given to you.
- C If the breach is not remedied within this period, the tenancy is terminated by force of this notice from the following date:
[insert date]

Signature of tenant:

Date:

Full name of tenant:

Address of tenant:

Service of notice

This notice was served on *[insert date]* by:

[Tick 1 box]

- personally handing it to the landlord
- mailing it to the landlord
- placing it in the landlord's letterbox
- other *[please specify]*

Information for the tenant

- 1 The period allowed under **Item B** 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.
- 2 The date specified in **Item C** for the end of the tenancy must be at least 8 days after the end of the period specified in Item B.
- 3 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.
- 4 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.
 - 5 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 and 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 of the Office of Consumer and Business Affairs.
- 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 relevant electricity, gas, postal and telephone entities 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.

Form 5—Notice of termination by tenant for a periodic tenancy

Residential Tenancies Act 1995

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: *[insert name and address of landlord/agent]*

Address of premises: *[insert address of rented premises]*

- 1 I give notice of termination of a residential tenancy agreement between me as tenant and you as landlord in respect of the premises referred to above.
- 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 per calendar month, instead of giving 21 days' notice, you would be required to give 1 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 agree, both of you should complete and sign the Refund of Bond form and lodge it with the Office of Consumer and 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 of the Office of Consumer and Business Affairs.
- 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 relevant electricity, gas, postal and telephone entities 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.

Form 6—Notice by landlord of storage of goods

Residential Tenancies Act 1995

To: *[insert name and address of person to whom notice is addressed]*

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 are 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.

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

[insert address of rented premises]

- 1 Details of relevant residential tenancy agreement:
 - Name of tenant:
 - Date tenancy commenced:
 - Date tenancy terminated:
- 2 The following goods were left on the premises:

[insert description of goods]

Perishable foodstuffs and goods of a value that is less than a fair estimate of the cost of their removal, storage and sale may be removed and destroyed or disposed of under section 97(1)(a) of the Residential Tenancies Act 1995 and need not be included in this notice.
- 3 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—
 - (a) the reasonable costs of removing and storing the goods; and

- (b) the reasonable costs of publishing a notice of the storage of goods in a newspaper circulating generally throughout the State; and
 - (c) any other reasonable costs incurred by me as a result of the goods being left on the premises.
- 4 If the goods are not reclaimed on or before *[insert date]* (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—
- (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 other reasonable costs incurred by the landlord as a result of the goods being left on the premises; and
 - (d) any amounts owed to the landlord under the residential tenancy agreement.

The balance must be paid to the owner of the goods or, if his or her identity is not known to, or reasonably ascertainable by, the landlord, to the Commissioner for Consumer Affairs.

Signature of landlord/agent:

Date:

Full name of landlord/agent:

Address of landlord/agent:

Form 7—Application to Residential Tenancies Tribunal by party to residential tenancy or rooming house agreement

Residential Tenancies Act 1995

This application must be accompanied by the fee fixed by regulation. **Applications will not be accepted without payment of the fee.** Further information about the amount required to be paid and payment options is attached.

Please fill out form in clear print using black pen.

1 Details of each person making application

Full name:

Postal address for service of notices:

Home telephone number:

Work telephone number:

The applicant is:

[Tick 1 box]

- a landlord
- an agent
- a tenant or resident

2 Details of each other party against whom applicant is seeking order or determination

Full name of other party:

Address of other party:

Home telephone number:

Work telephone number:

3 Type of agreement involved

[Tick 1 box]

residential tenancy agreement

rooming house agreement

4 Order or determination sought from Residential Tenancies Tribunal

I (We) apply to the Residential Tenancies Tribunal for an order or determination to the following effect:

[set out details of order or determination sought]

5 Grounds of application

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

[set out brief details of dispute and why order/determination is sought]

6 Details of the residential tenancy or rooming house agreement involved

Address of rented premises:

If fixed term tenancy:

commencement date:

end date:

If periodic tenancy:

commencement date:

Has the tenancy ended?

Yes on: *[insert date tenancy ended]*

No

Was a termination notice served?

Yes

No

Weekly rental: \$

Rental paid to:

Signature of applicant:

Date:

Residential/Business address of applicant if different from postal address:

If applicant is agent, full name of landlord:

Notes—

- 1 Please forward any paperwork that will support your claim; eg: rent receipts, inspection sheet, copies of any quotes for work to be carried out on the premises, or accounts or receipts for work carried out on the premises.
- 2 If there is a written tenancy agreement, a copy should accompany this application.

- 3 If you have served a notice of termination on the other party, or if you have received a notice of termination from the other party, a copy of that notice should accompany this application.

A copy of this application and any attachments will be sent to the other party by the Tribunal with notice of the Tribunal hearing.

Form 8—Application to Residential Tenancies Tribunal for termination of tenancy where tenant's conduct unacceptable—section 90

Residential Tenancies Act 1995

This application must be accompanied by the fee fixed by regulation. **Applications will not be accepted without payment of the fee.** Further information about the amount required to be paid and payment options is attached.

Please fill out form in clear print using black pen.

1 Details of each person making application

Full name:

Postal address for service of notices:

Home telephone number:

Work telephone number:

The applicant must be the landlord or a person who has been adversely affected by the conduct of the tenant on which the application is based.

2 Details of residential tenancy that applicant is seeking to terminate

Address of rented premises:

Name of tenant:

Name of landlord (or agent) if not applicant:

Address of landlord (or agent) if not applicant:

3 Grounds of application

I (We) make application to the Tribunal for the termination of the residential tenancy on the following grounds:

[insert details of grounds—see note below]

Signature of applicant:

Date:

Note—

The Tribunal may make an order for the termination of a tenancy on the basis of this type of application if 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 peace, comfort or privacy of another person who resides in the immediate vicinity of the relevant premises.*

A copy of this application and any attachments will be sent to all parties by the Tribunal with notice of the Tribunal hearing.

Schedule 2—Fees

Application to Tribunal

\$35

Schedule 3—Revocation of regulations

1—Revocation of *Residential Tenancies (General) Regulations 1995*

The *Residential Tenancies (General) Regulations 1995* are revoked.

2—Revocation of *Residential Tenancies (Water Rates) Regulations 1995*

The *Residential Tenancies (Water Rates) Regulations 1995* are revoked.

Legislative history

Notes

- Variations of this version that are uncommenced are not incorporated into the text.
- For further information relating to the Act and subordinate legislation made under the Act see the Index of South Australian Statutes or www.legislation.sa.gov.au.

Principal regulations and variations

New entries appear in bold.

Year	No	Reference	Commencement
2010	188	<i>Gazette 12.8.2010 p4081</i>	1.9.2010: r 2
2011	78	<i>Gazette 9.6.2011 p2107</i>	1.7.2011: r 2