

South Australia

Residential Tenancies Regulations 2010

under the *Residential Tenancies Act 1995*

Contents

Part 1—Preliminary

- 1 Short title
- 3 Interpretation

Part 2—General provisions

- 4 Provision of 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 Bond—third party payments and guarantees (section 63 of Act)
- 11 Items for which community housing provider is not responsible (section 68 of Act)
- 12 Alteration of premises for provision of infrastructure or a service (section 70 of Act)
- 12A Notice of proposed entry—landlords (section 72(1)(h) of Act)
- 13 Notice of termination—landlords (Part 5 Division 2 of Act)
- 13A Grounds of termination (section 84 of Act)
- 14 Notice of termination—tenants (Part 5 Division 3 of Act)
- 15 Repayment of bond—rooming houses

Part 4—Transitional provisions—*Residential Tenancies (Miscellaneous) Amendment Act 2013*

- 20 Interpretation
- 21 Operation of amendments

Schedule 1—Forms

Legislative history

Part 1—Preliminary

1—Short title

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

3—Interpretation

In these regulations—

Act means the *Residential Tenancies Act 1995*.

Part 2—General provisions

4—Provision of inspection sheets by landlord

At the time the tenant commences occupation of the premises under a residential tenancy agreement, the landlord (or his or her agent) must 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—

- (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
- (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 Consumer and Business Services about the matter.

Note—

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

Maximum penalty: \$500.

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 the following services at the premises, if the accounts for those services are in the name of the landlord:

- (a) electricity;
- (b) gas;
- (c) telephone;
- (d) Internet;
- (e) subscription television.

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 a bond:

- (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—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 bond 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 community housing provider is not responsible (section 68 of Act)

Pursuant to section 68(2)(b) of the Act, if the landlord is a registered community housing provider, 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—Alteration of premises for provision of infrastructure or a service (section 70 of Act)

For the purposes of section 70(1a) of the Act, the following kinds of services and infrastructure are prescribed:

- (a) digital television;
- (b) a carriage service for accessing the Internet and any facility or customer equipment associated with provision of that service.

12A—Notice of proposed entry—landlords (section 72(1)(h) of Act)

A notice given by a landlord to a tenant under section 72(1)(h) of the Act must be in the form set out in Form 1A in Schedule 1.

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.
- (1a) A notice given by a landlord to a tenant under section 83A of the Act must be in the form set out in Form 2A in Schedule 1.
- (1b) A notice given by a landlord to a tenant under section 83B of the Act must be in the form set out in Form 2B in Schedule 1.
- (2) A notice of termination given by a landlord to a tenant (other than under section 80, 83A or 83B of the Act) must be in the form set out in Form 3 in Schedule 1.

13A—Grounds of termination (section 84 of Act)

For the purposes of section 84(1) of the Act, the following grounds of termination of a tenancy by a landlord are prescribed:

- (a) a breach of a residential tenancy agreement of a kind for which a notice of termination may be effected under section 80 of the Act;
- (b) a ground of termination of a periodic residential tenancy specified in section 81(1) of the Act.

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.
- (1a) A notice given by a tenant to a landlord under section 85A of the Act must be in the form set out in Form 4A in Schedule 1.
- (1b) A notice given by a tenant to a landlord under section 86A of the Act must be in the form set out in Form 4B in Schedule 1.
- (1c) A notice given by a tenant to a landlord under section 86B of the Act must be in the form set out in Form 4C in Schedule 1.
- (2) A notice of termination given by a tenant to a landlord (other than under section 85, 85A, 86A or 86B of the Act) must be in the form set out in Form 5 in Schedule 1.

15—Repayment of bond—rooming houses

A rooming house proprietor must, on termination of a rooming house agreement, repay the full amount of any bond paid by the rooming house resident less not more than—

- (a) an amount equal to any outstanding rent or payments for meals, facilities or other services due to the proprietor by the resident; and

- (b) if the resident's room or property provided by the rooming house proprietor for use by the resident is not returned in a reasonable condition (taking into account the condition of the room and property when the resident's period of accommodation began and the probable effect of reasonable wear and tear since that time)—reasonable costs incurred in repairing the room and property.

Maximum penalty: \$1 000.

Part 4—Transitional provisions—*Residential Tenancies (Miscellaneous) Amendment Act 2013*

20—Interpretation

In this Part—

amending Act means the *Residential Tenancies (Miscellaneous) Amendment Act 2013*.

21—Operation of amendments

Pursuant to Schedule 1 clauses 2 and 8 of the Act—

- (a) the Act does not apply to an agreement for the sale of land that confers a right to occupy premises on a party to the agreement for a period of more than 28 days if the agreement was entered into before the commencement of section 5(3) of the amending Act; and
- (b) section 55(2)(c) of the Act as in force immediately before the commencement of section 30 of the amending Act continues to apply in relation to a residential tenancy agreement for a fixed term entered into before that commencement (but section 55(2)(c) of the Act as amended by section 30 of the amending Act applies to any subsequent residential tenancy agreement between the same parties and relating to the same premises even if the subsequent agreement is part of a series of residential tenancy agreements that are treated as a single residential tenancy agreement for the purposes of that section); and
- (c) sections 79A, 83A and 86A of the Act (as inserted by the amending Act) do not apply to a residential tenancy agreement for a fixed term entered into before the commencement of section 51 of the amending Act (and a residential tenancy for a fixed term under a residential tenancy agreement to which sections 79A, 83A and 86A of the Act do not apply by virtue of this paragraph terminates when the fixed term comes to an end); and
- (d) for the purposes of subsection (1a) of section 87 of the Act (as inserted by section 60 of the amending Act), a notice given under section 80 of the Act before the commencement of that subsection is not to be taken into account; and
- (e) for the purposes of Schedule 1 clause 2(2)(b) of the Act, regulation 12 as in force immediately before the commencement of section 47 of the amending Act continues to apply for the purposes of section 73(3) of the Act as in force immediately before that commencement.

Schedule 1—Forms

Form 1—*Residential Tenancies Act 1995*

Short Fixed Term Tenancies

Note—

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.

Note—

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 for service of landlord/agent:

Part B—Statement to be signed by tenant

Note—

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 Form 1) 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 1A—Residential Tenancies Act 1995

Notice to enter premises to determine whether breach has been remedied pursuant to section 72(1)(h)

Note—

This notice can only be given after the tenant has been served with a notice of a breach of agreement under section 80 and must be given to the tenant no less than 7 and no more than 14 days before the date of entry (see below).

To: *[insert name of tenant]*

I give notice that I will enter the premises situated at: *[insert address of rented premises]*

To determine whether the following breach has been remedied: *[insert details of breach to be remedied]*

on: *[insert date of entry]*

at: *[insert time of entry]*

*Entry to the premises must be made within **normal hours** ie hours between 8am and 8pm on any day other than a Sunday or public holiday.*

Signature of landlord/agent:

Date:

Address for service of landlord/agent:

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
- faxing or emailing it to the tenant
- other *[please specify below]*

Information for the landlord

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; or

- (d) by fax or email to a fax number or email address provided by the person for the purposes of service under the Act.

2. You should retain a copy of this notice.

Form 2—Residential Tenancies Act 1995

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

Note—

For periodic tenancies, 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 receiving this notice will know exactly what the breach is]

You must remedy the breach as follows:

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

- B You must remedy the breach within *[insert number of days]* 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 as per information below]*.

Signature of landlord/agent:

Date:

Full name of landlord/agent:

Address for service of landlord/agent:

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
- faxing or emailing it to the tenant
- other *[please specify below]*

Information for the tenant

1. You may at any time after receiving this notice, while remaining in possession of the premises, apply to the South Australian Civil and Administrative 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 a reasonable condition and in a reasonably clean state. If you do not, the landlord may recover from the 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 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 bond should be paid to you and to the landlord (respectively);
 - (c) if possible, agree on how the bond should be paid. If you agree, both of you should complete and sign the Refund of Bond form and lodge it with Consumer and Business Services. Make sure that your forwarding address is included on the form so that all or part of the bond, or any future correspondence, can be sent to you. If agreement cannot be reached, you should contact Consumer and Business Services;
 - (d) ensure that you leave all the keys, remote controls and security devices with the landlord or agent, and notify the electricity entity, gas company, Australia Post, Telstra 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.

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 period 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 South Australian Civil and Administrative Tribunal. (To seek an order of the Tribunal for vacant possession, it will be necessary to lodge an application with the Tribunal under the *South Australian Civil and Administrative Tribunal Act 2013*).
4. 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; or
- (d) by fax or email to a fax number or email address provided by the person for the purposes of service under the Act.
5. You should retain a copy of this notice.

Form 2A—Residential Tenancies Act 1995

Notice of termination by landlord at end of fixed term tenancy (General Form)

Note—

A landlord may end a fixed term residential tenancy agreement at the end of the fixed term without specifying a ground of termination after giving at least 28 days notice to the tenant. If notice is not given, the agreement continues for a periodic tenancy, with a tenancy period equivalent to the interval between rental payment times under the agreement and with terms of agreement that in other respects are the same as those applying under the agreement immediately before the end of the fixed term.

To: *[insert name of tenant]*

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

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

on: *[insert date the fixed term ends]*

being a date that is not less than 28 days before this notice is given.

Signature of landlord/agent:

Date:

Full name of landlord/agent:

Address of landlord/agent:

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
- faxing or emailing it to the tenant
- other *[please specify below]*

Information for the landlord

1. This notice may be served on the tenant (or 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; or
 - (d) by fax or email to a fax number or email address provided by the person for the purposes of service under the Act.
2. 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 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) 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 bond should be paid to you and to the landlord (respectively).
3. If possible you should agree on how the bond should be paid. If you do agree, both of you should complete and sign the Refund of Bond form and lodge it with Consumer and Business Services. Make sure that your forwarding address is included on the form so that all or part of the bond, or any future correspondence, can be sent to you. If agreement cannot be reached, you should contact Consumer and Business Services.
4. When you vacate the premises, ensure that you leave all the keys, remote controls and security devices with the landlord or agent, and notify the electricity entity, gas company, Australia Post, Telstra 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.

Form 2B—Residential Tenancies Act 1995

Notice of termination by landlord where agreement frustrated

To: *[insert name of tenant]*

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

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

on the ground that—

- the premises have been destroyed or rendered uninhabitable
A landlord may terminate a tenancy on this ground immediately.
- the premises have ceased to be lawfully usable for residential purposes
A landlord may terminate a tenancy on this ground immediately.
- the premises have been acquired by compulsory process
The period of notice given on these grounds must be at least 60 days.

I give you notice to deliver up vacant possession of the premises on *[insert date on which tenant is required to vacate premises]*

Signature of landlord/agent:

Date:

Full name of landlord/agent:

Address for service of landlord/agent:

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
- faxing or emailing it to the tenant
- other *[please specify below]*

Information for the landlord

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; or
 - (d) by fax or email to a fax number or email address provided by the person for the purposes of service under the Act.
2. 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 (see 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 written notice, you would be required to give 1 calendar month's written notice.

2. You should, when you vacate the premises, leave them in a reasonable condition and in a reasonably clean state (however this obligation may not apply if the premises are rendered uninhabitable). If you do not, the landlord may recover from the 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 bond should be paid to you and to the landlord (respectively).

4. If possible you should agree on how the bond should be paid. If you do agree, both of you should complete and sign the Refund of Bond form and lodge it with Consumer and Business Services. Make sure that your forwarding address is included on the form so that all or part of the bond, or any future correspondence, can be sent to you. If agreement cannot be reached, you should contact Consumer and Business Services.
5. When you vacate the premises, ensure that you leave all the keys, remote controls and security devices with the landlord or agent, and notify the electricity entity, gas company, Australia Post, Telstra 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.

Form 3—Residential Tenancies Act 1995

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

Notice of termination by community housing provider (For fixed term or periodic agreement)

Note—

Unless a landlord is a registered community housing provider, the landlord cannot use this form to terminate a fixed term tenancy. If a landlord wishes to terminate a fixed term tenancy at the end of the fixed term, Form 2A must be used. In any other case, application must be made to the South Australian Civil and Administrative Tribunal.

To: *[insert name of tenant]*

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

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

on *[insert date on which tenant is required to vacate premises]*, being a date that is—
[tick appropriate box and complete details as required]

- 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, if this notice is being given on one (or more) of 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.
TICK ONE OR MORE OF THE FOLLOWING BOXES TO INDICATE THE GROUNDS
 - 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, if, this notice is being given on one (or both) of the following grounds:
TICK ONE OR MORE OF THE FOLLOWING BOXES TO INDICATE THE GROUNDS
 - you have ceased to be a member of the community housing provider
 - you no longer satisfy a condition or conditions specified by the tenancy agreement with the community housing provider 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/agent:

Address for service of landlord/agent:

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
- faxing or emailing it to the tenant
- other *[please specify below]*

Information for the landlord

1. If the landlord is a registered community housing provider and the tenant has ceased to be a member of the provider or no longer satisfies an essential requirement to remain as a tenant, the period of notice must be at least 28 days.
2. Except where the landlord is a registered community housing provider, 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. A landlord who recovers possession of premises after giving 60 days notice must not, without the consent of the Tribunal, grant a fresh tenancy over the premises within 6 months after recovering possession.
5. Except where the termination is for a failure to pay rent, 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.
6. 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; or
 - (d) by fax or email to a fax number or email address provided by the person for the purposes of service under the Act.
7. 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 (see 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 written notice, you would be required to give 1 calendar month's written 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 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 bond should be paid to you and to the landlord (respectively).
4. If possible you should agree on how the bond should be paid. If you do agree, both of you should complete and sign the Refund of Bond form and lodge it with Consumer and Business Services. Make sure that your forwarding address is included on the form so that all or part of the bond, or any future correspondence, can be sent to you. If agreement cannot be reached, you should contact Consumer and Business Services.
5. When you vacate the premises, ensure that you leave all the keys, remote controls and security devices with the landlord or agent, and notify the electricity entity, gas company, Australia Post, Telstra 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.

Form 4—Residential Tenancies Act 1995

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

Note—

For periodic tenancies, 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 give 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]

- B This breach must be remedied within *[insert number of days as per information below]* days 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 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/agent
- mailing it to the landlord/agent
- placing it in the landlord's/agent's letterbox
- faxing or emailing it to the landlord/agent
- 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 above.
3. This notice may be served 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; or
 - (d) by fax or email to a fax number or email address provided by the person for the purposes of service under the Act.
4. 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 South Australian Civil and Administrative 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 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. They can then inspect the premises and note on the Inspection Sheet (which was 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. The tenant and landlord can then decide how much of the bond should be paid to each.
3. If possible, the tenant and landlord should agree on how the bond should be paid. If the tenant and landlord do agree, both should complete and sign the Refund of Bond form and lodge it with Consumer and Business Services. Make sure that the tenant's forwarding address is included on the form so that all or part of the bond, or any future correspondence, can be sent there. If agreement cannot be reached, Consumer and Business Services should be contacted.
4. When the tenant vacates the premises, the tenant should ensure that the tenant leaves all the keys, remote controls and security devices 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.

Form 4A—Residential Tenancies Act 1995

Notice of termination by tenant where residential premises for sale

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

I 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: *[insert address of rented premises]*

because you have entered into a contract for the sale of the premises and did not, before the agreement was entered into, advise me of the prospective sale in accordance with section 47A of the Act.

I give you notice that I will deliver up vacant possession of the premises on *[insert hand-over 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/agent
- mailing it to the landlord/agent
- placing it in the landlord's/agent's letterbox
- faxing or emailing it to the landlord/agent
- other *[please specify below]*

Information for the tenant

1. This notice may be served 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; or
 - (d) by fax or email to a fax number or email address provided by the person for the purposes of service under the Act.
2. 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 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. They can then inspect the premises and note on the Inspection Sheet (which was 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. The tenant and landlord can then decide how much of the bond should be paid to each.

3. If possible, the tenant and landlord should agree on how the bond should be paid. If the tenant and landlord do agree, both should complete and sign the Refund of Bond form and lodge it with Consumer and Business Services. Make sure that the tenant's forwarding address is included on the form so that all or part of the bond, or any future correspondence, can be sent there. If agreement cannot be reached, Consumer and Business Services should be contacted.
4. When the tenant vacates the premises, the tenant should ensure that the tenant leaves all the keys, remote controls and security devices 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.

Form 4B—Residential Tenancies Act 1995

Notice of termination by tenant at end of fixed term tenancy (General Form)

Note—

A tenant may end a fixed term residential tenancy agreement at the end of the fixed term without specifying a ground of termination after giving at least 28 days notice to the landlord/agent. If notice is not given, the agreement continues for a periodic tenancy, with a tenancy period equivalent to the interval between rental payment times under the agreement and with terms of agreement that in other respects are the same as those applying under the agreement immediately before the end of the fixed term.

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

I give you notice that I will deliver up vacant possession of the premises at:

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

on: *[insert date the fixed term ends]*

being a date that is not less than 28 days before this notice is given.

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/agent
- mailing it to the landlord/agent
- placing it in the landlord's/agent's letterbox
- faxing or emailing it to the landlord/agent
- other *[please specify below]*

Information for the tenant

1. This notice may be served 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; or
 - (d) by fax or email to a fax number or email address provided by the person for the purposes of service under the Act.
2. 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 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. They can then inspect the premises and note on the Inspection Sheet (which was 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. The tenant and landlord can then decide how much of the bond should be paid to each.
3. If possible, the tenant and landlord should agree on how the bond should be paid. If the tenant and landlord do agree, both should complete and sign the Refund of Bond form and lodge it with Consumer and Business Services. Make sure that the tenant's forwarding address is included on the form so that all or part of the bond, or any future correspondence, can be sent there. If agreement cannot be reached, Consumer and Business Services should be contacted.
4. When the tenant vacates the premises, the tenant should ensure that the tenant leaves all the keys, remote controls and security devices 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.

Form 4C—Residential Tenancies Act 1995

Notice of termination by tenant where agreement frustrated

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

I 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: *[insert address of rented premises]*

on the ground that—

- the premises have been destroyed or rendered uninhabitable
- the premises have ceased to be lawfully usable for residential purposes
- the premises have been acquired by compulsory process

A tenant may terminate a tenancy on any of these grounds immediately.

I give you notice that I will deliver up vacant possession of the premises on *[insert hand-over date]*

Signature of tenant:

Date:

Full name of tenant:

Address for service of tenant:

Service of notice

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

[Tick 1 box]

- personally handing it to the landlord/agent
- mailing it to the landlord/agent
- placing it in the landlord's/agent's letterbox
- faxing or emailing it to the landlord/agent
- other *[please specify below]*

Information for the tenant

1. This notice may be served 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; or
 - (d) by fax or email to a fax number or email address provided by the person for the purposes of service under the Act.
2. 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 (however this obligation may not apply if the premises are rendered uninhabitable). If they are not, the landlord may recover from the 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. They can then inspect the premises and note on the Inspection Sheet (which was 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. The tenant and landlord can then decide how much of the bond should be paid to each.

3. If possible, the tenant and landlord should agree on how the bond should be paid. If the tenant and landlord do agree, both should complete and sign the Refund of Bond form and lodge it with Consumer and Business Services. Make sure that the tenant's forwarding address is included on the form so that all or part of the bond, or any future correspondence, can be sent there. If agreement cannot be reached, Consumer and Business Services should be contacted.
4. When the tenant vacates the premises, the tenant should ensure that the tenant leaves all the keys, remote controls and security devices 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.

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. If a tenant wishes to terminate a fixed term tenancy at the end of the fixed term, Form 4B must be used. In any other case, application must be made to the South Australian Civil and Administrative Tribunal.

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

Service of notice

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

[Tick 1 box]

- personally handing it to the landlord/agent
- mailing it to the landlord/agent
- placing it in the landlord's/agent's letterbox
- faxing or emailing it to the landlord/agent
- other *[please specify below]*

Information for the tenant

1. This notice may be served 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; or
 - (d) by fax or email to a fax number or email address provided by the person for the purposes of service under the Act.
2. 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 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. They can then inspect the premises and note on the Inspection Sheet (which was 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. The tenant and landlord can then decide how much of the bond should be paid to each.
3. If possible, the tenant and landlord should agree on how the bond should be paid. If the tenant and landlord do agree, both should complete and sign the Refund of Bond form and lodge it with Consumer and Business Services. Make sure that the tenant's forwarding address is included on the form so that all or part of the bond, or any future correspondence, can be sent there. If agreement cannot be reached, Consumer and Business Services should be contacted.
4. When the tenant vacates the premises, the tenant should ensure that the tenant leaves all the keys, remote controls and security devices 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.

Legislative history

Notes

- Variations of this version that are uncommenced are not incorporated into the text.
- Please note—References in the legislation to other legislation or instruments or to titles of bodies or offices are not automatically updated as part of the program for the revision and publication of legislation and therefore may be obsolete.
- Earlier versions of these regulations (historical versions) are listed at the end of the legislative history.
- 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.

Legislation revoked by principal regulations

The *Residential Tenancies Regulations 2010* revoked the following:

Residential Tenancies (General) Regulations 1995

Residential Tenancies (Water Rates) Regulations 1995

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
2012	110	<i>Gazette 31.5.2012 p2433</i>	1.7.2012: r 2
2013	100	<i>Gazette 6.6.2013 p2227</i>	1.7.2013: r 2
2014	33	<i>Gazette 6.2.2014 p564</i>	1.3.2014: r 2
2014	38	<i>Gazette 6.2.2014 p602</i>	1.4.2014: r 2
2014	118	<i>Gazette 19.6.2014 p2611</i>	1.7.2014: r 2
2015	23	<i>Gazette 5.3.2015 p902</i>	29.3.2015: r 2
2015	36	<i>Gazette 16.4.2015 p1536</i>	9.5.2015: r 2

Provisions varied

New entries appear in bold.

Entries that relate to provisions that have been deleted appear in italics.

Provision	How varied	Commencement
Pt 1		
r 2	<i>omitted under Legislation Revision and Publication Act 2002</i>	<i>1.7.2011</i>
Pt 2		
r 4	substituted by 33/2014 r 4	1.3.2014
r 7	varied by 33/2014 r 5	1.3.2014

r 9	varied by 33/2014 r 6	1.3.2014
r 10		
r 10(2)	varied by 33/2014 r 7	1.3.2014
r 11	varied by 33/2014 r 8	1.3.2014
r 11	varied by 38/2014 r 4	1.4.2014
r 12	substituted by 33/2014 r 9	1.3.2014
r 12A	inserted by 33/2014 r 9	1.3.2014
r 13		
r 13(1a) and (1b)	inserted by 33/2014 r 10(1)	1.3.2014
r 13(2)	varied by 33/2014 r 10(2)	1.3.2014
r 13A	inserted by 33/2014 r 11	1.3.2014
r 14		
r 14(1a)—(1c)	inserted by 33/2014 r 12(1)	1.3.2014
r 14(2)	varied by 33/2014 r 12(2)	1.3.2014
r 15	substituted by 33/2014 r 13	1.3.2014
<i>Pt 3 before deletion by 23/2015</i>		
r 16	<i>(b) deleted by 33/2014 r 14(1)</i>	<i>1.3.2014</i>
	<i>(i) deleted by 33/2014 r 14(2)</i>	<i>1.3.2014</i>
	<i>varied by 33/2014 r 14(3)</i>	<i>1.3.2014</i>
	<i>varied by 38/2014 r 5</i>	<i>1.4.2014</i>
r 17		
r 17(1)	varied by 33/2014 r 15(1)—(4)	1.3.2014
Pt 3	deleted by 23/2015 r 4	29.3.2015
Pt 4	inserted by 33/2014 r 16	1.3.2014
Sch 1	substituted by 33/2014 r 17	1.3.2014
Form 2		
cl 1	varied by 23/2015 r 5(1)	29.3.2015
cl 3	varied by 23/2015 r 5(2)	29.3.2015
Form 3	substituted by 38/2014 r 6(1)	1.4.2014
	varied by 23/2015 r 5(3)	29.3.2015
Form 4	varied by 23/2015 r 5(4)	29.3.2015
Form 5	varied by 23/2015 r 5(5)	29.3.2015
Forms 7 and 8	deleted by 23/2015 r 5(6)	29.3.2015
<i>Sch 2</i>	<i>substituted by 78/2011 r 4</i>	<i>1.7.2011</i>
	<i>substituted by 110/2012 r 4</i>	<i>1.7.2012</i>
	<i>substituted by 100/2013 r 4</i>	<i>1.7.2013</i>
	<i>substituted by 118/2014 r 4</i>	<i>1.7.2013</i>
	deleted by 23/2015 r 6	29.3.2015
<i>Sch 3</i>	<i>omitted under Legislation Revision and Publication Act 2002</i>	<i>1.7.2011</i>

Historical versions

1.7.2011
1.7.2012
1.7.2013
1.3.2014
1.4.2014
1.7.2014