

South Australia

Residential Tenancies (Form 2) Variation Regulations 2017

under the *Residential Tenancies Act 1995*

Contents

Part 1—Preliminary

- 1 Short title
- 2 Commencement
- 3 Variation provisions

Part 2—Variation of *Residential Tenancies Regulations 2010*

- 4 Variation of Schedule 1—Forms

Schedule 1—Transitional provision

- 1 Transitional provision
-

Part 1—Preliminary

1—Short title

These regulations may be cited as the *Residential Tenancies (Form 2) Variation Regulations 2017*.

2—Commencement

These regulations will come into operation on 3 July 2017.

3—Variation provisions

In these regulations, a provision under a heading referring to the variation of specified regulations varies the regulations so specified.

Part 2—Variation of *Residential Tenancies Regulations 2010*

4—Variation of Schedule 1—Forms

Schedule 1, Form 2—delete Form 2 and substitute:

Form 2—*Residential Tenancies Act 1995*

Landlord's notice of breach to tenant—termination of agreement

Part 1

Name of tenant/s:

Address of rented premises:

Type of breach:*[tick relevant box]*

Unpaid rent **only**

Rent (or part of rent) has remained unpaid for at least 14 days (please refer to Information for the Landlord).

Other breach of agreement

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

*There are 2 types of breaches: 'unpaid rent only' and 'other breach of agreement'. The type of breach will determine the period of time you must give the tenant to give up possession of the premises (see **Part 3**). You must choose 'other breach of agreement' if serving this notice for **both** unpaid rent and any other breach of agreement.*

The breach is:

You must remedy this breach by:

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

Part 2

You must remedy the breach on or before: *[insert date]*

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

Part 3

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

A For a breach of unpaid rent **only**: *[insert date]*

*This may be **any day after** the date provided in **Part 2** on or before which the tenant was required to remedy the breach.*

B For any other breach of agreement (which may also include unpaid rent): *[insert date]*

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

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

Part 4

This notice was served on the tenant on: *[insert date]*

This notice was served by:

- personally handing it to the tenant
- mailing it to the tenant
The landlord/agent should ensure an appropriate postage delivery time frame is taken into consideration. The landlord should take all reasonable steps to ensure the dates provided on this notice are accurate and the service of this notice is valid. If serving this notice by mail, you may wish to confirm the postal delivery time frame with the service provider (ie Australia Post).
- placing it in the tenant's letterbox
- emailing or faxing it to the tenant: *[insert email address or fax number]*
This notice will be taken to be received by the tenant on the day it is emailed or faxed to the tenant. A notice served on the tenant by email or fax should still be signed by the landlord/agent.
- other *[please specify]*

Part 5

Full name of landlord/agent:
Telephone:
Address for service of landlord/agent:
Signature:
Date:

IMPORTANT INFORMATION

TENANTS

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

LANDLORDS

Rent (or part of rent) must remain unpaid for at least 14 days before serving this notice on the tenant. For example, if rent is paid to 1 March (and rent is payable fortnightly), then this notice can first be served on 17 March for unpaid rent due on 2 March and 16 March. The 14 days do not include the day that rent is due.

If the tenant does not remedy the breach or give up possession of the premises on or before the date specified in **Part 3**, you **cannot** enter the premises unless the tenant has abandoned or voluntarily gives up possession of the premises, or you have applied to the South Australian Civil and Administrative Tribunal (SACAT) and received an order authorising you to take possession. You are not entitled to possession of the premises until the day after the date specified in **Part 3**—this is the earliest you can apply to SACAT for an order authorising you to take possession.

Schedule 1—Transitional provision

1—Transitional provision

A notice given by a landlord to a tenant on or before 3 October 2017 that is in the form set out in Form 2 of Schedule 1 of the *Residential Tenancies Regulations 2010* as in force immediately before the commencement of the *Residential Tenancies (Form 2) Variation Regulations 2017* will be taken to be in the required form for the purposes of section 80 of the Act.

Note—

As required by section 10AA(2) of the *Subordinate Legislation Act 1978*, the Minister has certified that, in the Minister's opinion, it is necessary or appropriate that these regulations come into operation as set out in these regulations.

Made by the Governor

with the advice and consent of the Executive Council
on 22 June 2017

No 190 of 2017

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