

South Australia

Residential Tenancies Regulations 2025

under the *Residential Tenancies Act 1995*

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Part 1—Preliminary

1—Short title

These regulations may be cited as the *Residential Tenancies Regulations 2025*.

2—Commencement

These regulations come into operation on 1 September 2025.

3—Interpretation

In these regulations—

Act means the *Residential Tenancies Act 1995*;

property manager has the same meaning as in the *Land Agents Act 1994*;

registered agent means a person registered as an agent under the *Land Agents Act 1994*;

sales agency agreement has the same meaning as in the *Land and Business (Sale and Conveyancing) Act 1994*.

Part 2—General provisions

4—Provision of inspection sheets by landlord

At the time a tenant commences occupation of premises under a residential tenancy agreement, the landlord (or the landlord's agent) must complete and provide to each tenant under the agreement 1 signed copy 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: \$5 000.

5—Drug related conduct (section 3 of Act)

- (1) For the purposes of the definition of *drug related conduct* in section 3(1) of the Act, conduct (not being exempt conduct) constituting the manufacture, or the smoking, consumption or administration, of a controlled drug is prescribed.
- (2) In this regulation—

exempt conduct means conduct that would constitute an offence set out in section 45A(8) of the *Controlled Substances Act 1984*;

manufacture has the same meaning as in the *Controlled Substances Act 1984*.

6—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.

7—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.

8—Prospective tenant—requirements relating to provision of information

- (1) For the purposes of section 47B(1) of the Act, the following information is prescribed:
 - (a) information relating to whether or not the prospective tenant has previously taken legal action, has been a respondent to legal action, or has had a dispute relating to a residential tenancy with a landlord or an agent of a landlord;
 - (b) information relating to whether or not the prospective tenant has previously been given a notice of termination by a landlord under section 80 of the Act, other than a notice under that section pursuant to which the prospective tenant's tenancy was terminated;
 - (c) information relating to whether or not a bond to be paid by the prospective tenant (if relevant) is to be wholly or partly provided through a program for housing assistance (such as a South Australian Housing Trust bond guarantee);
 - (d) information relating to the prospective tenant's bond history, including whether a claim has been made on a bond previously paid by the prospective tenant (whether the claim was made by a landlord or an agent of a landlord, or by the prospective tenant);
 - (e) information relating to whether or not the prospective tenant has been a tenant under a residential tenancy agreement where the landlord is the South Australian Housing Trust or a subsidiary of the South Australian Housing Trust;
 - (f) a bank or other financial statement of the prospective tenant if the outgoing transactions and bank account number on the statement are not redacted or omitted;
 - (g) financial information relating to the prospective tenant, including—

- (i) information relating to the discharge of the prospective tenant from bankruptcy; and
- (ii) information relating to the prospective tenant's financial practices, unless the information directly relates to the prospective tenant's financial capacity;

Note—

A landlord, or an agent of a landlord, must not request a prospective tenant to disclose financial information primarily based on expenditure records of the prospective tenant.

- (h) information relating to the employment of the prospective tenant, other than a payslip or a document that confirms their employment;
- (i) information relating to a relevant attribute or circumstance of the prospective tenant;

Note—

See subregulation (8) for the definition of *relevant attribute or circumstance*.

- (j) medical records of the prospective tenant;
- (k) information relating to the prospective tenant on a social media service (within the meaning of the *Online Safety Act 2021* of the Commonwealth);
- (l) a registration number of a vehicle owned or used by the prospective tenant;
- (m) a microchip number of a pet of the prospective tenant;
- (n) information relating to—
 - (i) the level of education undertaken by the prospective tenant;
 - (ii) the reason the prospective tenant seeks to move to the premises the subject of the residential tenancy agreement.

- (2) Nothing in subregulation (1)(a) prevents a landlord, or an agent of a landlord, from accessing or being provided with information required to be made publicly available on a register maintained under an Act or law or records held by a court or tribunal that a member of the public may inspect or obtain a copy of.
- (3) Nothing in subregulation (1)(i) prevents—
 - (a) in all cases—a landlord, or an agent of a landlord, from requesting a prospective tenant to disclose whether the prospective tenant is at least 18 years of age and has legal capacity to enter into a lease; or
 - (b) in a case where the landlord, or an agent appointed by the landlord to manage the premises, resides in the premises to which the tenancy relates—the landlord or agent from requesting a prospective tenant to disclose whether it is intended that a child or a person for whom the prospective tenant has caring responsibilities will live in the premises with the prospective tenant.
- (4) For the purposes of section 47B(2) of the Act, the following classes of entities are prescribed:
 - (a) a participant of the National Rental Affordability Scheme under the *National Rental Affordability Scheme Act 2008* of the Commonwealth;

- (b) a provider of specialist disability accommodation as defined under the *National Disability Insurance Scheme Act 2013* of the Commonwealth;
 - (c) a community housing provider registered under the *Community Housing Providers National Law*;
 - (d) a provider of housing registered under the *Australian Charities and Not-for-profits Commission Act 2012* of the Commonwealth.
- (5) Pursuant to section 47B(3) of the Act, in connection with a prospective tenant applying to enter into a residential tenancy agreement—
- (a) an application form given to the prospective tenant by a landlord or an agent of a landlord must—
 - (i) include the information that is specified in Form A1 in Schedule 1 to be filled in by the landlord or the agent; and
 - (ii) be in the form set out in Form A1 in Schedule 1; and
 - (b) an application submitted by the prospective tenant to a landlord or an agent of a landlord must—
 - (i) include the information that is specified in Form A1 in Schedule 1 to be filled in by the prospective tenant; and
 - (ii) be in the form set out in Form A1 in Schedule 1; and
 - (c) the prospective tenant cannot be required to provide—
 - (i) more than 2 documents verifying their identity; or
 - (ii) more than 2 documents relating to their ability to pay rent; or
 - (iii) more than 2 documents relating to their suitability to enter into the residential tenancy agreement.
- (6) Subregulation (5) does not apply in relation to an application to enter into a residential tenancy agreement with an entity of a class prescribed under subregulation (4).
- (7) For the purposes of section 47B(3) of the Act, a landlord, or an agent of a landlord, must, in relation to information given to a prospective tenant in connection with their entry into a residential tenancy agreement, ensure that—
- (a) if the landlord or agent is aware that the prospective tenant has a disability—
 - (i) the information is in a form that is accessible to the prospective tenant having regard to the disability; or
 - (ii) the landlord or agent informs the prospective tenant as to how they can access such information; and
 - (b) if the landlord or agent is aware that the prospective tenant's primary language is a language other than English—
 - (i) the information is in that other language; or
 - (ii) the landlord or agent informs the prospective tenant as to how they can access the information in that other language.

(8) In this regulation—

relevant attribute or circumstance—an attribute or circumstance of a prospective tenant is a relevant attribute or circumstance if discrimination of a kind referred to in the *Equal Opportunity Act 1984* is unlawful on the ground of the attribute or circumstance.

9—Advertising premises—prescribed information and material facts (section 47C of Act)

- (1) For the purposes of section 47C(1) of the Act, if the landlord intends to sell the premises within 3 months after the date on which the residential tenancy agreement is to be entered into, that information is prescribed.
- (2) For the purposes of section 47C(2) of the Act, if the landlord intends to sell the premises within 3 months after the date on which the residential tenancy agreement is to be entered into, that fact is prescribed.

10—Information relating to supply of certain electricity (section 48(1)(ea) of Act)

For the purposes of section 48(1)(ea) of the Act, the following information is prescribed:

- (a) information about the nature, benefits and potential consequences of participating in an embedded network generally;
- (b) the details of the retailer for the embedded network, including electricity tariffs that apply and the retailer's contact information, ABN and website address;
- (c) information about metering arrangements in relation to, and potential costs of, participating in the embedded network;
- (d) the cost apportionments per kilowatt hour for any bundled utilities arising from participating in the embedded network.

11—Residential tenancy agreements—prescribed requirements (section 49 of Act)

For the purposes of section 49(1)(d) of the Act, a residential tenancy agreement must require the tenant to acknowledge receipt of the written guide contemplated by section 49(3) of the Act.

12—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.

13—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 \$800 per week is prescribed.

14—Transmission of bond to Commissioner etc (sections 62 and 105L of Act)

- (1) For the purposes of sections 62(2) and 105L(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—4 weeks after the receipt of the amount;
 - (b) in any other case—2 weeks after the receipt of the amount.
- (2) For the purposes of sections 62(3) and 105L(3) of the Act, the Commissioner must—
 - (a) notify—
 - (i) in the case of a notification made under section 62(3) of the Act—the landlord or the landlord's agent; or
 - (ii) in the case of a notification made under section 105L(3) of the Act—the proprietor or the proprietor's agent,of receipt of the amount; and
 - (b) include in such a notification the following information:
 - (i) the amount received;
 - (ii) the date on which the amount was received;
 - (iii) the name of the person from whom the amount was received;
 - (iv) the address of the premises or rooming house (as the case requires) in respect of which the amount was received,so far as the information may be known by the Commissioner.
- (3) For the purposes of sections 62(4) and 105L(4) of the Act, if the Commissioner refunds an amount received apparently by way of a bond, the Commissioner must—
 - (a) refund the amount to the person from whom it was received; and
 - (b) —
 - (i) if the amount was paid apparently in respect of a particular premises—notify the landlord of the premises, or the landlord's agent, of the refund; or
 - (ii) if the amount was paid apparently in respect of a particular rooming house—notify the proprietor of the rooming house, or the proprietor's agent, of the refund.

15—Bond—prescribed periods, third party payments and guarantees (sections 63 and 105M of Act)

- (1) For the purposes of sections 63(4), (5), (7)(d)(ii)(A) and (9)(d)(i) and 105M(4), (5), (8)(d)(ii)(A) and (10)(d)(i) of the Act, the period of 14 days is prescribed.
- (2) For the purposes of sections 63(7) and 105M(8) of the Act, the South Australian Housing Trust is prescribed as a third party.

- (3) For the purposes of sections 63(7)(b) and 105M(8)(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 or 105L of the Act, or in some other manner determined by the Minister for the purposes of this regulation.
- (4) For the purposes of sections 63(9) and 105M(10) 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 or a rooming house resident.
- (5) For the purposes of sections 63(16)(a) and 105M(15)(a) of the Act, the period of 14 days is prescribed.

16—Altering locks for premises—relevant orders and protected persons (section 66A of Act)

- (1) For the purposes of section 66A(1)(a) of the Act, the following kinds of orders are prescribed:
 - (a) an intervention order under the *Intervention Orders (Prevention of Abuse) Act 2009*;
 - (b) a non-local DVO within the meaning of Part 3A of the *Intervention Orders (Prevention of Abuse) Act 2009*.
- (2) For the purposes of section 66A(1)(b) of the Act, a person for whose protection or benefit a relevant order is made is prescribed.

17—Testing and remediation in relation to drug contamination (section 67B of Act)

- (1) For the purposes of section 67B(2) of the Act, testing of premises for contamination must comply with the following requirements:
 - (a) testing must be conducted by a qualified assessor;
 - (b) testing must be conducted in accordance with the *Clandestine Drug Laboratory Remediation Guidelines* prepared by the Commonwealth Attorney General's Department and Australian Crime Commission and published on the Commonwealth Attorney General's Department website, in force from time to time.
- (2) A qualified assessor who conducts testing in accordance with subregulation (1) must provide a written report to the landlord that contains—
 - (a) the results of the testing; and
 - (b) recommendations for remediation of the contamination.
- (3) In this regulation—

qualified assessor means a person who—

 - (a) has experience in environmental engineering, environmental science, environmental health or occupational hygiene; and

- (b) holds qualifications in a discipline specified in paragraph (a) from a university or other tertiary education provider registered in Australia or established under a law of the Commonwealth or a State or Territory.

18—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.

19—Minimum efficiency standards—requirements (sections 68A and 105PA of Act)

For the purposes of sections 68A and 105PA of the Act, the following requirements are prescribed:

- (a) the following fixtures must not have a flow rate that is higher than 9 litres per minute:
 - (i) shower heads;
 - (ii) cold water taps and single mixer taps for kitchen, laundry or bathroom sinks or hand basins;

- (b) toilets must be dual flush and have a minimum 3-star rating in accordance with the WELS scheme within the meaning of the *Water Efficiency Labelling and Standards Act 2005* of the Commonwealth;
- (c) an electrical appliance that is a GEMS product within the meaning of the *Greenhouse and Energy Minimum Standards Act 2012* of the Commonwealth must have a minimum 3-star rating in accordance with the determination in force from time to time under that Act relating to the relevant appliance;
- (d) electric or gas water heaters must comply with the determination in force from time to time under the *Greenhouse and Energy Minimum Standards Act 2012* of the Commonwealth relating to electric or gas water heaters (respectively).

**20—Alteration of premises for provision of infrastructure or a service
(section 70 of Act)**

For the purposes of section 70(1a)(a) 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.

21—Right of entry—notice of proposed entry and requirements relating to records (section 72 of Act)

- (1) 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 2 in Schedule 1.
- (2) For the purposes of section 72(5a) of the Act, a record constituting a photograph or video recording of premises that is produced during entry onto the premises under section 72(1)(c), (ca), (f), (g) or (h) of the Act must not be distributed or published such that members of the public can view the record unless the landlord (or an agent of the landlord) provides, at least 7 days prior to the entry, notice in writing to the tenant that such a record will be so produced during the entry.
- (3) For the purposes of section 72(5a) of the Act, a record constituting a photograph or video recording that captures or contains the tenant's personal possessions must not be produced during entry onto the premises under section 72(1)(c), (ca), (f), (g) or (h) of the Act unless the landlord (or an agent of the landlord)—
 - (a) provides, at least 7 days prior to the entry, notice in writing to the tenant that such a record may be so produced; and
 - (b) obtains the written consent of the tenant for the production of the record.

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

- (1) A notice given by a landlord to the administrator of a tenant's estate or a tenant's next of kin under section 79B(4) of the Act must be in the form set out in Form 4 in Schedule 1.
- (2) 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 5 in Schedule 1.

- (3) A notice given by a landlord to a tenant under section 80A of the Act must be in the form set out in Form 6 in Schedule 1.
- (4) A notice given by a landlord to a tenant under section 81 or 82 of the Act must be in the form set out in Form 7 in Schedule 1.
- (5) A notice given by a landlord to a tenant under section 83 of the Act must be in the form set out in Form 8 in Schedule 1.
- (6) A notice given by a landlord to a tenant under section 83A of the Act must be in the form set out in Form 9 in Schedule 1.
- (7) A notice given by a landlord to a tenant under section 83B of the Act must be in the form set out in Form 10 in Schedule 1.

23—Grounds of termination (section 81 of Act)

- (1) For the purposes of section 81(1)(e) of the Act, the sale of the premises in accordance with a sales agency agreement entered into between the landlord and a registered agent in accordance with subregulation (2) is prescribed.
- (2) For the purposes of subregulation (1), a sales agency agreement must be entered into by the registered agent and must not be entered into by a property manager.

24—Grounds of termination (section 83 of Act)

- (1) For the purposes of section 83(1) of the Act, the following grounds of termination are prescribed:
 - (a) the tenant, or a person permitted to enter the premises by the tenant, gave rise to a serious risk to the life, health or safety of the landlord, the landlord's agent or a person who resides in the immediate vicinity of the premises;
 - (b) the tenant or a person residing at the premises threatened or intimidated (whether physically or psychologically) the landlord, the landlord's agent or a contractor or employee of the landlord or agent;
 - (c) the tenant kept a pet on the premises without authorisation under Part 4 Division 6A of the Act;
 - (d) the tenant induced the landlord to enter into a residential tenancy agreement by a statement or representation in respect of the tenant's identity or place of occupation that the tenant knew to be false, misleading or deceptive, or by knowingly concealing a material fact in respect of the tenant's identity or place of occupation;
 - (e) if the landlord is a charitable organisation and it is a term of the residential tenancy agreement that the tenant meet the eligibility requirements of the organisation to reside at the premises—the tenant no longer meets the eligibility requirements of the organisation;
 - (f) if the landlord is an NRAS approved participant and the premises are a rental dwelling covered by an allocation under the National Rental Affordability Scheme—the tenant is no longer an eligible tenant under the *National Rental Affordability Scheme Regulations 2020* of the Commonwealth;

- (g) if it is a term of the residential tenancy agreement that the tenant is a student of an educational institution or an employee of the landlord—the tenant is no longer a student of the institution or employee of the landlord (respectively).
- (2) In this regulation—

charitable organisation means an organisation, society, institution or body carried on for a religious, educational, benevolent or charitable purpose, provided that—

- (a) it is not also carried on for the purpose of securing pecuniary benefit for its members; and
- (b) it is not a registered community housing provider;

NRAS approved participant means an approved participant within the meaning of the *National Rental Affordability Scheme Regulations 2020* of the Commonwealth.

25—Grounds of termination (section 83A of Act)

- (1) For the purposes of section 83A(1) of the Act, the following grounds of termination are prescribed:
- (a) the landlord requires possession of the premises for demolition;
 - (b) the landlord requires possession of the premises for repairs or renovations that cannot be carried out conveniently while the tenant remains in possession of the premises;
 - (c) the landlord requires possession of the premises for—
 - (i) the landlord's own occupation; or
 - (ii) occupation by the landlord's spouse, child or parent; or
 - (iii) occupation by the spouse of the landlord's child or parent;
 - (d) the landlord has entered into a contract for the sale of the premises under which the landlord is required to give vacant possession of the premises;
 - (e) the landlord requires possession of the premises for the purposes of the sale of the premises in circumstances where a sales agency agreement for the sale of the premises has been entered into between the landlord and a registered agent in accordance with subregulation (3);
 - (f) the tenant, or a person permitted to enter the premises by the tenant, intentionally or negligently caused serious damage to—
 - (i) the premises; or
 - (ii) an area adjacent to the premises; or
 - (iii) safety equipment located on the premises or an area adjacent to the premises;
- Example—**
- Safety equipment includes a smoke detector, a fire extinguisher or hydrant, a house alarm or a defibrillator.
- (g) the tenant, or a person permitted to enter the premises by the tenant, gave rise to a serious risk to the life, health or safety of the landlord, the landlord's agent or a person who resides in the immediate vicinity of the premises;

- (h) the tenant caused or permitted the premises to be unfit for human habitation, destroyed totally or destroyed to the extent that they are unsafe;
 - (i) the tenant or a person residing at the premises threatened or intimidated (whether physically or psychologically) the landlord, the landlord's agent or a contractor or employee of the landlord or agent;
 - (j) the tenant—
 - (i) has been given 2 notices under section 80 of the Act which both specified the same or substantially similar breach by the tenant; and
 - (ii) has breached the residential tenancy agreement on a third occasion in the same or substantially similar manner as specified in the 2 notices;
 - (k) the tenant has used the premises, or has caused the premises to be used, for an illegal purpose (including drug related conduct);
 - (l) the tenant failed to pay the bond in respect of the premises in accordance with the residential tenancy agreement;
 - (m) the tenant kept a pet on the premises without authorisation under Part 4 Division 6A of the Act;
 - (n) the tenant induced the landlord to enter into a residential tenancy agreement by a statement or representation in respect of the tenant's identity or place of occupation that the tenant knew to be false, misleading or deceptive, or by knowingly concealing a material fact in respect of the tenant's identity or place of occupation;
 - (o) if the landlord is a charitable organisation and it is a term of the residential tenancy agreement that the tenant meet the eligibility requirements of the organisation to reside at the premises—the tenant no longer meets the eligibility requirements of the organisation;
 - (p) if the landlord is an NRAS approved participant and the premises are a rental dwelling covered by an allocation under the National Rental Affordability Scheme—the tenant is no longer an eligible tenant under the *National Rental Affordability Scheme Regulations 2020* of the Commonwealth;
 - (q) if it is a term of the residential tenancy agreement that the tenant is a student of an educational institution or an employee of the landlord—the tenant is no longer a student of the institution or employee of the landlord (respectively);
 - (r) if the landlord, being a purpose-built student accommodation provider, has made an offer to the tenant in writing to extend or renew the residential tenancy agreement—the tenant has failed to accept in writing the offer within 30 days of receiving the offer.
- (2) A purpose-built student accommodation provider who terminates a residential tenancy agreement on the ground referred to in subregulation (1)(r) must not impose a charge or a fee (however described) to the tenant due to the termination of the agreement or because the tenant failed to accept in writing the offer within the time required.

Maximum penalty: \$5 000.

Expiation fee: \$315.

Note—

Additionally, under section 53 of the Act, a purpose-built student accommodation provider must not receive payment, other than rent and bond, from a tenant for the residential tenancy or for the renewal or extension of the residential tenancy.

- (3) For the purposes of subregulation (1)(e), a sales agency agreement must be entered into by the registered agent and must not be entered into by a property manager.
- (4) In this regulation—

charitable organisation means an organisation, society, institution or body carried on for a religious, educational, benevolent or charitable purpose, provided that—

- (a) it is not also carried on for the purpose of securing pecuniary benefit for its members; and
- (b) it is not a registered community housing provider;

NRAS approved participant means an approved participant within the meaning of the *National Rental Affordability Scheme Regulations 2020* of the Commonwealth;

purpose-built student accommodation provider means a private provider of off-campus, fit-for-purpose accommodation with communal areas and facilities that is developed and managed exclusively for students enrolled to study at an educational institution.

26—Vacation of premises and liability to pay rent (section 83A(4) of Act)

For the purposes of section 83A(4) of the Act, if a notice of termination is given on a ground that also constitutes a breach of the residential tenancy agreement, that ground is prescribed.

27—Compensation for termination—prescribed circumstances (section 84A of Act)

For the purposes of section 84A(1) of the Act—

- (a) circumstances in which the tenant has breached the residential tenancy agreement; and
- (b) circumstances specified in section 80A of the Act, are prescribed.

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

- (1) A notice given by an administrator of a tenant's estate or a tenant's next of kin to a landlord under section 79B(3) of the Act must be in the form set out in Form 3 in Schedule 1.
- (2) 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 11 in Schedule 1
- (3) A notice given by a tenant to a landlord under section 85AA of the Act must be in the form set out in Form 12 in Schedule 1.
- (4) A notice given by a tenant to a landlord under section 85A of the Act must be in the form set out in Form 13 in Schedule 1.

- (5) A notice given by a tenant to a landlord under section 85B or 85C of the Act must be in the form set out in Form 14 in Schedule 1.
- (6) A notice given by a tenant to a landlord under section 85D of the Act must be in the form set out in Form 15 in Schedule 1.
- (7) A notice given by a tenant to a landlord under section 86 of the Act must be in the form set out in Form 16 in Schedule 1.
- (8) A notice given by a tenant to a landlord under section 86A of the Act must be in the form set out in Form 17 in Schedule 1.
- (9) A notice given by a tenant to a landlord under section 86B of the Act must be in the form set out in Form 18 in Schedule 1.

29—Termination by tenant—prescribed circumstances (section 85C of Act)

- (1) For the purposes of section 85C(1)(a) of the Act, the following kinds of care are prescribed:
 - (a) aged care;
 - (b) palliative care;
 - (c) special care.
- (2) For the purposes of section 85C(1)(c) of the Act, accommodation that is provided—
 - (a) on a non-permanent basis; and
 - (b) on a non-profit basis; and
 - (c) —
 - (i) for persons who are experiencing homelessness or are at risk of experiencing homelessness; or
 - (ii) for persons who are experiencing domestic abuse; or
 - (iii) by a person or body in receipt of government funding for the purposes of providing accommodation for persons specified in a preceding subparagraph,is prescribed.

- (3) In this regulation—

special care means the care of a person that constitutes any of the following:

- (a) assisting the person with 1 or more of the following:
 - (i) bathing, showering or personal hygiene;
 - (ii) toileting;
 - (iii) dressing or undressing;
 - (iv) grocery shopping, or preparing or eating meals;
- (b) physically assisting or supervising the person to undertake daily activities;
- (c) assisting or supervising the person in dispensing or taking medicine or medication;

- (d) providing the person with substantial emotional support through a service provided in one of the following:
 - (i) a supported residential facility within the meaning of the *Supported Residential Facilities Act 1992*;
 - (ii) an authorised community mental health facility within the meaning of the *Mental Health Act 2009*;
 - (iii) a facility at which disability services (within the meaning of the *Disability Services Act 1993*) are provided;
 - (iv) a hospital or a health service both within the meaning of the *Health Care Act 2008*.

30—Termination by tenant on ground of domestic abuse (section 85D of Act)

- (1) For the purposes of section 85D(1)(a) of the Act, a person who is a domestic associate of a person who normally or regularly resides at the premises is prescribed.
- (2) For the purposes of section 85D(1)(b) of the Act, circumstances that are, in the opinion of an authorised professional, circumstances of domestic abuse are prescribed.
- (3) For the purposes of section 85D(2)(a) of the Act, the following kinds of evidence are prescribed:
 - (a) in the case of a notice given under section 85D(1)(a) of the Act—a copy of the intervention order;
 - (b) in the case of a notice given under section 85D(1)(b) of the Act—a report—
 - (i) prepared by an authorised professional in a manner and form approved by the Commissioner; and
 - (ii) setting out the reasons the authorised professional is of the opinion that the circumstances of the tenant or domestic associate of the tenant are circumstances of domestic abuse; and
 - (iii) signed by the authorised professional.
- (4) In this regulation—

authorised professional means—

 - (a) a legal practitioner within the meaning of the *Legal Practitioners Act 1981*; or
 - (b) a registered health practitioner; or
 - (c) a social worker; or
 - (d) a person employed or engaged by a domestic and family violence support service or a sexual abuse support service.

31—Tribunal orders in relation to circumstances of domestic abuse—prescribed grounds (section 90B of Act)

For the purposes of section 90B(1) of the Act, the following grounds are prescribed:

- (a) the ground of breach of the residential tenancy agreement;
- (b) a ground set out in a notice of termination given to the tenant under section 83 or 83A of the Act.

32—Form of notice of termination—prescribed grounds and required information (section 91 of Act)

- (1) For the purposes of section 91(1)(ea) of the Act—
 - (a) the grounds set out in section 81(1)(a) to (e) (inclusive) of the Act; and
 - (b) the grounds set out in regulation 25(1)(a) to (e) (inclusive) for the purposes of section 83A of the Act,are prescribed.
- (2) For the purposes of section 91(2)(f) of the Act, if a notice of termination is given under section 85C(1)(c) of the Act on the ground prescribed by regulation 29(2) that the person requires temporary crisis accommodation that is provided for persons who are experiencing domestic abuse, or by a person or body in receipt of government funding for the purposes of providing accommodation to such persons, the notice must include the name of the provider of the crisis accommodation.

33—Prohibition on letting premises after notice of termination—prescribed grounds (section 91A of Act)

- (1) For the purposes of section 91A(1) of the Act, the following grounds set out in a notice of termination given under section 83A of the Act are prescribed:
 - (a) the landlord requires possession of the premises for demolition;
 - (b) the landlord requires possession of the premises for repairs or renovations that cannot be carried out conveniently while a tenant remains in possession of the premises;
 - (c) the landlord requires possession of the premises for—
 - (i) the landlord's own occupation; or
 - (ii) occupation by the landlord's spouse, child or parent; or
 - (iii) occupation by the spouse of the landlord's child or parent;
 - (d) the landlord has entered into a contract for the sale of the premises under which the landlord is required to give vacant possession of the premises;
 - (e) the landlord requires possession of the premises for the purposes of the sale of the premises in circumstances where a sales agency agreement for the sale of the premises has been entered into between the landlord and a registered agent in accordance with subregulation (2).
- (2) For the purposes of subregulation (1)(e), a sales agency agreement must be entered into by the registered agent and must not be entered into by a property manager.

34—Abandoned property—prescribed period (section 97B of Act)

For the purposes of section 97B(4)(b) and (6) of the Act, the period of 7 days is prescribed.

35—Abandoned personal documents—prescribed period (section 97C of Act)

For the purposes of section 97C(2)(b) and (3) of the Act, the period of 7 days is prescribed.

**36—Designated rooming house proprietors annual return—prescribed date
(section 103D of Act)**

For the purposes of section 103D(1) of the Act, a designated rooming house proprietor must pay the fee and provide the information or document to the Commissioner not later than—

- (a) the last day of the month in each year nominated in writing to the person by the Commissioner; or
- (b) if the Commissioner does not nominate a month—the last day of the month in each year that is the same month as the month in which the person's registration under section 103C of the Act was granted.

**37—Termination of rooming house agreement—prescribed grounds
(section 105U of Act)**

- (1) For the purposes of section 105U(6) of the Act, the following grounds of termination are prescribed:
 - (a) the proprietor requires possession of the rooming house for demolition;
 - (b) the proprietor requires possession of the room or rooming house for repairs or renovations that cannot be carried out conveniently while the resident remains in possession of the room;
 - (c) the proprietor requires possession of the room or rooming house for—
 - (i) the proprietor's own occupation; or
 - (ii) occupation by the proprietor's spouse, child or parent; or
 - (iii) occupation by the spouse of the proprietor's child or parent;
 - (d) the proprietor has entered into a contract for the sale of the rooming house under which the proprietor is required to give vacant possession of the rooming house;
 - (e) the proprietor requires possession of the rooming house for the purposes of the sale of the rooming house in circumstances where a sales agency agreement for the sale of the rooming house has been entered into between the proprietor and a registered agent in accordance with subregulation (2);
 - (f) the resident threatened or intimidated (whether physically or psychologically) the proprietor, the proprietor's agent or a contractor or employee of the proprietor or agent;
 - (g) the resident permitted another person to reside at the rooming house without the consent of the proprietor;
 - (h) the resident induced the proprietor to enter into a rooming house agreement by a statement or representation in respect of the resident's identity or place of occupation that the resident knew to be false, misleading or deceptive, or by knowingly concealing a material fact in respect of the resident's identity or place of occupation;

- (i) if the proprietor is a charitable organisation and it is a term of the rooming house agreement that the resident meet the eligibility requirements of the organisation to reside at the rooming house—the resident no longer meets the eligibility requirements of the organisation;
 - (j) if the proprietor is an NRAS approved participant and the rooming house is a rental dwelling covered by an allocation under the National Rental Affordability Scheme—the resident is no longer an eligible tenant under the *National Rental Affordability Scheme Regulations 2020* of the Commonwealth;
 - (k) if it is a term of the rooming house agreement that the resident is a student of an educational institution or an employee of the proprietor—the resident is no longer a student of the institution or employee of the proprietor (respectively).
- (2) For the purposes of subregulation (1)(e), a sales agency agreement must be entered into by the registered agent and must not be entered into by a property manager.
- (3) In this regulation—

charitable organisation means an organisation, society, institution or body carried on for a religious, educational, benevolent or charitable purpose, provided that—

- (a) it is not also carried on for the purpose of securing pecuniary benefit for its members; and
- (b) it is not a registered community housing provider;

NRAS approved participant means an approved participant within the meaning of the *National Rental Affordability Scheme Regulations 2020* of the Commonwealth.

38—Abandoned property—prescribed period (section 105W of Act)

For the purposes of section 105W(1)(b)(ii) and (2)(b) of the Act, the period of 7 days is prescribed.

Schedule 1—Forms

Form A1—Residential Tenancies Act 1995 (section 47B(3))

Application for a prospective tenant to enter into a residential tenancy

Note—

This is an application to enter into a residential tenancy agreement ONLY. You will be notified on the outcome of your application by the landlord/agent.

A landlord, an agent of a landlord and a prospective tenant must use this form as the application form to enter into a residential tenancy agreement (see regulation 8(5) and section 47B(3) of the Residential Tenancies Act 1995).

See also information to be provided by landlords to tenants before or at the time of entering into a residential tenancy agreement pursuant to section 48 of the Residential Tenancies Act 1995 – information and template form available on Consumer and Business Services website.

A person, including a landlord that is a purpose-built student accommodation provider, must not require or receive a payment (other than rent or a bond) from a prospective tenant for a residential tenancy or the renewal or extension of a residential tenancy (see section 53 of the Residential Tenancies Act 1995).

1—Address of the rental premises available to rent

[To be filled in by Landlord/Agent]

Address line 1

Address line 2

Suburb

Postcode

2—Exclusions

[To be filled in by Landlord/Agent]

Parts of premises excluded from residential tenancy: *[specify any part/s of the rental premises which will be excluded from the residential tenancy]*

3—Duration of residential tenancy at the rental premises

[To be filled in by Landlord/Agent (the Prospective Tenant may indicate a preferred duration here)]

Duration of residential tenancy: *[tick 1 box]*

- Periodic
- 12-months
- Other fixed-term *[specify]:*

Prospective Tenant's preferred duration: *[Prospective Tenant may insert duration]*

Date rental premises available for occupation: *[insert date]*

The landlord has advertised, intends to advertise or has entered into an existing sales agency agreement for the sale of the premises: *[tick 1 box]*

- Yes
- No

Note—

A landlord must ensure that a prospective tenant is advised, before entering into a residential tenancy agreement, if the landlord has advertised, or intends to advertise, the residential premises for sale and of any existing sales agency agreement for the sale of the residential premises.

If a landlord intends to sell the premises within 3 months after the date on which the residential tenancy agreement is to be entered into, the landlord or the agent for the landlord—

- (a) *must display and distribute that information in accordance with the requirements of the Commissioner for Consumer Affairs; and*
- (b) *must not induce a tenant to enter into a residential tenancy agreement by knowingly concealing that information.*

4—Rent payable

[To be filled in by Landlord/Agent]

Rent payable for the residential tenancy (per week): *[\$[insert amount]*

Frequency of rent payable: *[tick 1 box]*

- Weekly
- Fortnightly

- Calendar Monthly

Note—

A landlord/agent cannot offer premises for rent under a residential tenancy agreement unless the rent is offered as a fixed amount, and cannot invite offers of an amount of rent higher than the advertised price.

A landlord/agent cannot require the payment of more than two weeks' rent under a residential tenancy agreement before the end of the first two weeks of the tenancy.

5—Bond

[To be filled in by Landlord/Agent]

A bond payment is required: *[tick 1 box]*

- Yes
- No

Bond amount payable: \$ *[insert amount]*

Note—

The maximum bond for a residential tenancy agreement is:

- *If the weekly rent is \$800 or less, up to 4 weeks rent*
- *If the weekly rent is more than \$800, up to 6 weeks rent*

Some government programs are available to assist with payments of bond monies, such as a South Australian Housing Trust bond guarantee. Prospective tenants cannot be required to divulge whether such assistance will be sought/provided.

6—Rates and charges

[To be filled in by Landlord/Agent]

Rates and charges for the following prescribed services will be paid by: *[tick 1 box in each case]*

- Water:
 - Tenant
 - Landlord
- Electricity:
 - Tenant
 - Landlord
- Gas:
 - Tenant
 - Landlord
 - Not applicable

Note—

Electricity, gas and water are to be paid as agreed between the landlord and tenant. In the absence of an agreement, rates and charges based on the level of consumption are to be paid by the tenant. However, if the consumption is not separately metered or the rates and charges are not based on the level of consumption, the landlords is responsible for the charges.

The tenant may be required to pay rates and charges as an apportionment of the cost of a service if the property is not separately metered (for example, in a unit complex).

In relation to statutory charges, tenants are not liable for water connection or sewerage services that run past the premises.

Specify any other charges or effects on charges (for example, telephone/internet/subscription television/solar): *[insert details]*

Note—

A tenant cannot be required to pay rates and charges for the supply of electricity, gas and water unless the landlord provides a copy of the invoice within 30 days of the authority issuing the invoice. All statutory charges, such as the availability of water or sewerage services that run past the rental premises, must be borne by the landlord.

A landlord should consider taking out insurance for the rental premises, and a tenant should consider taking out insurance for their contents in the premises.

7—Prospective tenant details

Note—

Each prospective tenant over the age of 18 years must complete a separate Application Form

[To be filled in by Prospective Tenant]

Full Name:

Current address:

Email:

Phone 1:

Phone 2:

Joint Application with:

Are all prospective tenants over the age of 18 and have legal capacity to enter into a residential tenancy agreement? *[tick 1 box]*

Yes

No

8—Landlord/Agent details

[To be filled in by Landlord/Agent]

Landlord (only required if no applicable Agent)

Individual or Company/Legal Entity Name:

ABN (if applicable):

Email:

Phone 1:

Phone 2:

Postal address/Address for service:

Agent (if applicable)

Agent Name/ Agent Company/Legal Entity Name:

ABN (if applicable):

Agent's Registered Land Agent (RLA) Number:

Contact person:

Email:

Phone 1:

Phone 2:

Postal address/Address for service:

9—Prospective Tenant Documentation

[To be filled in by Landlord/Agent]

The landlord/agent requests a copy of the following selected documents (please attach copies to this Application Form):

Category 1: Identification

Maximum of two documents from the following options (at least one should be photographic):

- Driver's Licence
- Passport
- Birth Certificate
- Proof of age card

Category 2: Ability to pay rent

Maximum of two of the following options:

- Bank statement with outgoing transactions and bank account numbers redacted or removed
- A payslip or document confirming employment
- Proof of pension/other income
- Other documents directly relating to financial capacity or primary source of income:
[specify details]

Note—

Although not more than 2 documents from each of the above categories can be requested by a landlord/agent, prospective tenants may attach further documentation to this Application Form if it might assist their rental application.

A person who holds prospective tenant information must protect the information and must destroy it 30 days after the successful tenant signs the residential tenancy agreement specified on this Application Form (unless the prospective tenant has consented for the information to be kept for a longer period – but it must be destroyed as soon as practicable 6 months after the date of this Application Form).

10—Referees

[To be filled in by Prospective Tenant]

Please provide relevant referees regarding your suitability as a tenant and their contact details:

Prospective Tenant:

- Referee 1:
 - Full name:
 - Relationship to Prospective Tenant:

- Contact details:
- Referee 2:
 - Full name:
 - Relationship to Prospective Tenant:
 - Contact details:

Other relevant referee information: *[specify]*

Note—

A landlord or an agent of a landlord must not request the provision of information relating to the employment of the prospective tenant, other than a payslip or a document that confirms their employment (see regulation 8(1)(h)).

11—Residential Tenancy Databases

[To be filled in by Landlord/Agent]

The landlord/agent can determine a prospective tenant's suitability and may check a prospective tenant's prior history as a tenant. Landlords/agents may use residential tenancy databases for this purpose. They must provide the name and contact details of the residential tenancy database/s used at the time of making this application, unless provided to the prospective tenant not more than 7 days before the date of this Application Form:

Residential Tenancy Database 1:

Contact details for Residential Tenancy Database 1:

Residential Tenancy Database 2:

Contact details for Residential Tenancy Database 2:

Residential Tenancy Database 3:

Contact details for Residential Tenancy Database 3:

Note—

There are further requirements for landlords/agents to follow when using Residential Tenancy Databases in the Residential Tenancies Act 1995. A landlord/agent/residential tenancy database operator must not charge a fee for giving a person listed personal information in a residential tenancy database.

12—Ways to submit your application

[To be filled in by Landlord/Agent]

Submit your application using one of the following methods:

Submission method 1:

Submission method 2:

Submission method 3:

13—Signature

[To be filled in by Prospective Tenant]

Signature of Prospective Tenant: *[insert signature]*

Date of application: *[insert date]*

Note—

A prospective tenant must not give a landlord/agent false information or a falsified document in connection with an application to enter a residential tenancy agreement (see section 47B(2a) of the Act). This offence carries a maximum penalty of \$20 000 and an expiation fee of \$1 200.

If you are successful in your application to enter into a residential tenancy, you can only keep a pet on the rental premises with the prior approval of the landlord. A separate Application For Approval To Keep A Pet On Rental Premises form is available on the Consumer and Business Services website.

Form 1—*Residential Tenancies Act 1995* (section 4)

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 2—*Residential Tenancies Act 1995* (section 72(1)(h))

Notice to enter premises to determine whether breach has been remedied

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

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 it to the tenant

other *[please specify below]*

Information for the landlord

(a) This notice may be served on the tenant (or on an agent of the tenant)—

(i) personally; or

- (ii) by sending it by post addressed to the person at their last known place of residence, employment or business; or
 - (iii) by leaving it in a letterbox or other place where it is likely to come to the person's attention at their last known place of residence, employment or business; or
 - (iv) by email to an email address provided by the person for the purposes of service under the Act.
- (b) You should retain a copy of this notice.

Form 3—Residential Tenancies Act 1995 (section 79B(3))

Notice of termination by administrator of sole tenant's estate or sole tenant's next of kin following the tenant's death

Note—

There are a number of ways in which a tenancy may be terminated under the Residential Tenancies Act 1995, some of which include applying directly to the South Australian Civil and Administrative Tribunal.

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

I, *[insert name]*,

[Tick 1 box]

- the administrator of the estate of *[insert name of deceased tenant]*
- the next of kin of *[insert name of deceased tenant]*

give notice of termination of a residential tenancy agreement between *[insert name of deceased tenant]* as tenant and you as landlord in respect of the premises at:

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

on: *[insert date of termination]*

on the ground that *[insert name of deceased tenant]* has died.

Signature of administrator/next of kin:

Date:

Full name of administrator/next of kin:

Address of administrator/next of kin:

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

The administrator/next of kin should ensure an appropriate postage delivery time frame is taken into consideration. The administrator/next of kin 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 landlord's/agent's letterbox
- emailing it to the landlord/agent
- other *[please specify below]*

Information for the administrator/next of kin

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 their 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 the landlord or agent's attention at their last known place of residence, employment or business; or
 - (d) by email to an 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 premises are vacated, they should be left 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's estate directly, the costs required to remediate the premises (with supporting evidence showing the condition of the premises compared to the start of the tenancy, which demonstrates more than wear and tear).
2. If possible, you should agree with the landlord on how the bond should be paid. Applications for bond payments are generally made online with Consumer and Business Services. If agreement cannot be reached with the landlord, you should contact Consumer and Business Services.
3. When the premises are vacated, you should ensure that all the keys, remote controls and security devices are left with the landlord or agent, and that the electricity entity, gas company, Australia Post, Telstra etc, are notified so that the new tenants do not use gas, electricity and the telephone on the deceased tenant's accounts, and so that mail can be forwarded.

Form 4—Residential Tenancies Act 1995 (section 79B(4))

Notice of termination by landlord following death of sole tenant

Note—

There are a number of ways in which a tenancy may be terminated under the Residential Tenancies Act 1995, some of which include applying directly to the South Australian Civil and Administrative Tribunal.

To: *[insert name of the administrator of the deceased tenant's estate or the deceased tenant's next of kin]*

I, *[insert name of landlord/agent]*, give notice of termination of a residential tenancy agreement between *[insert name of deceased tenant]* as tenant and me as landlord in respect of the premises at:

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

on: *[insert date of termination]*

on the ground that *[insert name of deceased tenant]* has died.

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 administrator or next of kin
- mailing it to the administrator or next of kin
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 administrator or next of kin's letterbox
- emailing it to the administrator or next of kin
- other *[please specify below]*

Information for the landlord

1. This notice may be served on the administrator or next of kin—
 - (a) personally; or
 - (b) by sending it by post addressed to the person at their 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 the person's attention at their last known place of residence, employment or business; or
 - (d) by email to an 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 administrator/next of kin

1. When the premises are vacated, they should be left 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's estate directly, the costs required to remediate the premises (with supporting evidence showing the condition of the premises compared to the start of the tenancy, which demonstrates more than wear and tear).

2. If possible, you should agree with the landlord on how the bond should be paid. Applications for bond payments are generally made online with Consumer and Business Services. If agreement cannot be reached with the landlord, you should contact Consumer and Business Services.
3. When the premises are vacated, you should ensure that all the keys, remote controls and security devices are left with the landlord or agent, and that the electricity entity, gas company, Australia Post, Telstra etc, are notified so that the new tenants do not use gas, electricity and the telephone on the deceased tenant's accounts, and so that mail can be forwarded.

Form 5—Residential Tenancies Act 1995 (section 80)

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

Part 1

Note—

There are a number of ways in which a tenancy may be terminated under the Residential Tenancies Act 1995, some of which include applying directly to the South Australian Civil and Administrative Tribunal.

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 it to the tenant: *[insert email address]*
This notice will be taken to be received by the tenant on the day it is emailed to the tenant. A notice served on the tenant by email 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**.

If you are a co-tenant under a residential tenancy agreement and your tenancy is terminated due to the actions of another tenant, you may wish to seek advice about negotiating a new tenancy with the landlord, or seek advice on whether options are available to make an application to SACAT.

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.

Form 6—Residential Tenancies Act 1995 (section 80A)

Notice of termination by landlord on ground of drug contamination

Note—

There are a number of ways in which a tenancy may be terminated under the Residential Tenancies Act 1995, some of which include applying directly to the South Australian Civil and Administrative Tribunal.

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 you have engaged in, or you have allowed another person to engage in, drug related conduct on the premises or ancillary property and testing for contamination indicates that the premises or ancillary property are contaminated as a result of that drug related conduct.

A landlord may terminate a tenancy on this ground immediately.

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
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 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 their 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 the tenant's attention at their last known place of residence, employment or business; or
 - (d) by email to an 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. Testing for drug contamination conducted in relation to the premises or ancillary property showed that the premises or ancillary property were contaminated. The cost of such remediation of the contamination may be recovered from the bond, and the landlord may be entitled to further compensation for the remediation.
2. You should, when you vacate the premises, 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 required to remediate the premises (with supporting evidence showing the condition of the premises compared to the start of the tenancy, which demonstrates more than wear and tear).
3. If possible, you should agree with the landlord on how the bond should be paid. Applications for bond payments are generally made online with Consumer and Business Services. If agreement cannot be reached with the landlord, 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.
5. If you are a co-tenant under a residential tenancy agreement and your tenancy is terminated due to the actions of another tenant, you may wish to seek advice about negotiating a new tenancy with the landlord, or seek advice on whether options are available to make an application to SACAT.

Form 7—Residential Tenancies Act 1995 (section 81 or 82)

Notice of termination of periodic tenancy by landlord because possession is required by landlord

Notice of termination by community housing provider (for fixed term or periodic tenancy)

Note—

There are a number of ways in which a tenancy may be terminated under the Residential Tenancies Act 1995, some of which include applying directly to the South Australian Civil and Administrative Tribunal.

A landlord who is not a registered community housing provider may use this form to terminate a periodic tenancy on a ground (or grounds) set out in this form, and 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 9 must be used. In any other case, application must be made to the South Australian Civil and Administrative Tribunal.

A landlord who is a registered community housing provider can use this form to terminate a fixed term or a periodic tenancy.

To: *[insert name of tenant]*

I give notice of termination of a residential tenancy agreement between me as landlord and you as tenant and for you 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 *[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 GROUND/S

- 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]*
- the landlord requires possession of the premises for the purposes of the sale of the premises for which the landlord has entered into a sales agency agreement with a registered agent: *[insert date of sales agency agreement]*

If this notice is being given on one of the above grounds, the landlord must provide the tenant with written evidence, as approved by the Commissioner, to support the ground.

- 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 GROUND/S

- 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
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 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 section 81 of the *Residential Tenancies Act 1995* to state a false ground of termination in this notice.
4. A landlord who recovers possession of premises under section 81 of the *Residential Tenancies Act 1995* must not, without the consent of the Tribunal, grant a fresh tenancy over the premises before the end of the period specified in section 81(4).
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 their 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 the person's attention at their last known place of residence, employment or business; or
 - (d) by email to an email address provided by the person for the purposes of service under the Act.
7. Landlords should determine whether the ground specified for termination chosen on this form requires this form to be accompanied by supporting written evidence (see regulation 32). It is also prudent for landlords to seek out the specific written evidence, as approved by the Commissioner for Consumer Affairs, which must support the ground for termination (as published on the CBS website), and retain copies of the written evidence provided to tenants that accompany this form.
8. You should retain a copy of this notice.

Information for the tenant

1. You may vacate the premises before the date specified in this notice. If you give the landlord or agent written notice of at least 7 days before you vacate the premises, you will not be liable to pay rent after the day on which you vacate. If you give the landlord or agent written notice of less than 7 days before you vacate the premises, you will not be liable to pay rent from the 7th day after you give notice to the landlord or agent.
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 required to remediate the premises (with supporting evidence showing the condition of the premises compared to the start of the tenancy, which demonstrates more than wear and tear).

3. If possible, you should agree with the landlord on how the bond should be paid. Applications for bond payments are generally made online with Consumer and Business Services. If agreement cannot be reached with the landlord, 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.
5. If the landlord has specified 1 of the first 5 grounds for termination listed on this form, they are required to provide you with supporting written evidence as approved by the Commissioner for Consumer Affairs. Please check the CBS website for information on the specific written evidence that has been approved to accompany this form. If the approved written evidence does not accompany this form, the notice of termination may not be valid.
6. If you are a co-tenant under a residential tenancy agreement and your tenancy is terminated due to the actions of another tenant, you may wish to seek advice about negotiating a new tenancy with the landlord, or seek advice on whether options are available to make an application to SACAT.

Form 8—Residential Tenancies Act 1995 (section 83)

Notice of termination of periodic tenancy by landlord on specified ground

Note—

There are a number of ways in which a tenancy may be terminated under the Residential Tenancies Act 1995, some of which include applying directly to the South Australian Civil and Administrative Tribunal.

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 9 must be used (or, if the landlord is a registered community housing provider, Form 7 may be used if it is applicable). In any other case, application must be made to the South Australian Civil and Administrative Tribunal.

To: *[insert name of tenant]*

I give notice of termination of a residential tenancy agreement between me as landlord and you as tenant and for you to deliver up vacant possession of the premises at:

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

on the ground that—

TICK ONE OR MORE OF THE FOLLOWING BOXES TO INDICATE THE GROUND/S

- either you or a person you permitted to enter the premises gave rise to a serious risk to the life, health or safety of the landlord, the landlord's agent or a person who resides in the immediate vicinity of the premises
- either you or another person residing at the premises threatened or intimidated the landlord, the landlord's agent or a contractor or employee of the landlord or agent
- you kept a pet on the premises without the required authorisation

- you induced the landlord to enter into the tenancy by a statement or representation about your identity or place of occupation that you knew to be false, misleading or deceptive, or by knowingly concealing a material fact in respect of your identity or place of occupation
- it was a term of the residential tenancy agreement that you meet the eligibility requirements of the charity, being the landlord, to reside at the premises and you no longer meet the eligibility requirements
- it was a term of the residential tenancy agreement that you meet the eligibility requirements under the *National Rental Affordability Scheme Regulations 2020* of the Commonwealth to reside at the premises and you no longer meet the eligibility requirements
- it was a term of the residential tenancy agreement that you be a student of an educational institution and you are no longer a student of the institution
- it was a term of the residential tenancy agreement that you be an employee of the landlord and you are no longer the landlord's employee

[insert the particulars of the ground/s of the termination]

on *[insert date on which tenant is required to vacate premises]*

being a date that is at least 90 days after this notice is given.

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

Information for the landlord

1. This notice cannot be used if the tenancy has been entered into for a fixed term.
2. 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 their 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 the person's attention at their last known place of residence, employment or business; or
 - (d) by email to an email address provided by the person for the purposes of service under the Act.
3. 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 16) 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 written notice of 21 days, you would be required to give written notice of 1 calendar month.

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 required to remediate the premises (with supporting evidence showing the condition of the premises compared to the start of the tenancy, which demonstrates more than wear and tear).
3. If possible, you should agree with the landlord on how the bond should be paid. Applications for bond payments are generally made online with Consumer and Business Services. If agreement cannot be reached with the landlord, 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.
5. If you are a co-tenant under a residential tenancy agreement and your tenancy is terminated due to the actions of another tenant, you may wish to seek advice about negotiating a new tenancy with the landlord, or seek advice on whether options are available to make an application to SACAT.

Form 9—Residential Tenancies Act 1995 (section 83A)

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

Note—

There are a number of ways in which a tenancy may be terminated under the Residential Tenancies Act 1995, some of which include applying directly to the South Australian Civil and Administrative Tribunal.

A landlord may end a fixed term residential tenancy agreement at the end of the fixed term on a ground of termination set out in this notice after giving notice of at least 60 days 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 notice of termination of a residential tenancy agreement between me as landlord and you as tenant and for you to deliver up vacant possession of the premises at:

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

on the ground that—

TICK ONE OR MORE OF THE FOLLOWING BOXES TO INDICATE THE GROUND/S

- 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 you remain 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]*
- the landlord requires possession of the premises for the purposes of the sale of the premises for which the landlord has entered into a sales agency agreement with a registered agent: *[insert date of sales agency agreement]*

If this notice is being given on one of the above grounds, the landlord must provide the tenant with written evidence, as approved by the Commissioner, to support the ground.

- either you or a person you permitted to enter the premises intentionally or negligently caused serious damage to the premises, an area near the premises or safety equipment located on the premises or an area near the premises
- either you or a person you permitted to enter the premises gave rise to a serious risk to the life, health or safety of the landlord, the landlord's agent or a person who resides in the immediate vicinity of the premises
- you caused or permitted the premises to be unfit for human habitation, destroyed totally or destroyed to the extent that they are unsafe
- either you or another person residing at the premises threatened or intimidated the landlord, the landlord's agent or a contractor or employee of the landlord or agent
- you have been given 2 notices for breaching the residential tenancy agreement for the same or substantially similar breach, and you have breached the agreement a third time in the same or substantially similar manner as set out in the first 2 notices
- you have used the premises, or caused the premises to be used, for an illegal purpose (including drug related conduct)

- you failed to pay the bond in accordance with the residential tenancy agreement
- you kept a pet on the premises without the required authorisation
- you induced the landlord to enter into the tenancy by a statement or representation about your identity or place of occupation that you knew to be false, misleading or deceptive, or by knowingly concealing a material fact in respect of your identity or place of occupation
- it was a term of the residential tenancy agreement that you meet the eligibility requirements of the charity, being the landlord, to reside at the premises and you no longer meet the eligibility requirements
- it was a term of the residential tenancy agreement that you meet the eligibility requirements under the *National Rental Affordability Scheme Regulations 2020* of the Commonwealth to reside at the premises and you no longer meet the eligibility requirements
- it was a term of the residential tenancy agreement that you be a student of an educational institution and you are no longer a student of the institution
- it was a term of the residential tenancy agreement that you be an employee of the landlord and you are no longer the landlord's employee
- you failed to accept an offer made by the landlord (who is a purpose-built student accommodation provider) to extend or renew the residential tenancy agreement within 30 days of receiving the offer

Note—

A purpose-built student accommodation provider who terminates a residential tenancy agreement on the above ground must not impose a charge or a fee to the tenant due to the termination of the agreement or because the tenant failed to accept in writing the offer within the time required (see regulation 25(2)).

See also section 53 of the Act under which a purpose-built student accommodation provider must not receive payment for the residential tenancy from the tenant other than rent and bond.

[insert the particulars of the ground/s of the termination]

on: *[insert date the fixed term ends]*, being a date that is at least 60 days after 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

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

Information for the landlord

1. A landlord who recovers possession of premises under section 83A of the *Residential Tenancies Act 1995* on 1 of the first 5 grounds specified in this notice must not, without the consent of the Tribunal, grant a fresh tenancy over the premises before the end of the period specified in section 91A.
2. 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 their 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 the person's attention at their last known place of residence, employment or business; or
 - (d) by email to an email address provided by the person for the purposes of service under the Act.
3. Landlords should determine whether the ground specified for termination chosen on this form requires this form to be accompanied by supporting written evidence (see regulation 32). It is also prudent for landlords to seek out the specific written evidence, as approved by the Commissioner for Consumer Affairs, which must support the ground for termination (as published on the CBS website), and retain copies of the written evidence provided to tenants that accompany this form.
4. 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 required to remediate the premises (with supporting evidence showing the condition of the premises compared to the start of the tenancy, which demonstrates more than wear and tear).
2. If possible, you should agree with the landlord on how the bond should be paid. Applications for bond payments are generally made online with Consumer and Business Services. If agreement cannot be reached with the landlord, you should contact Consumer and Business Services.

3. 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.
4. If the landlord has specified 1 of the first 5 grounds for termination listed on this form, they are required to provide you with supporting written evidence as approved by the Commissioner for Consumer Affairs. Please check the CBS website for information on the specific written evidence that has been approved to accompany this form. If the approved written evidence does not accompany this form, the notice of termination may not be valid.
5. If you are a co-tenant under a residential tenancy agreement and your tenancy is terminated due to the actions of another tenant, you may wish to seek advice about negotiating a new tenancy with the landlord, or seek advice on whether options are available to make an application to SACAT.

Form 10—Residential Tenancies Act 1995 (section 83B)

Notice of termination by landlord where agreement frustrated

Note—

There are a number of ways in which a tenancy may be terminated under the Residential Tenancies Act 1995, some of which include applying directly to the South Australian Civil and Administrative Tribunal.

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
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 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 their 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 the person's attention at their last known place of residence, employment or business; or
 - (d) by email to an 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 16) 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 written notice of 21 days, you would be required to give written notice of 1 calendar month.

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 required to remediate the premises (with supporting evidence showing the condition of the premises compared to the start of the tenancy, which demonstrates more than wear and tear).
3. If possible, you should agree with the landlord on how the bond should be paid. Applications for bond payments are generally made online with Consumer and Business Services. If agreement cannot be reached with the landlord, 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.
5. If you are a co-tenant under a residential tenancy agreement and your tenancy is terminated due to the actions of another tenant, you may wish to seek advice about negotiating a new tenancy with the landlord, or seek advice on whether options are available to make an application to SACAT.

Form 11—*Residential Tenancies Act 1995* (section 85)

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

Note—

There are a number of ways in which a tenancy may be terminated under the Residential Tenancies Act 1995, some of which include applying directly to the South Australian Civil and Administrative Tribunal.

For periodic tenancies, Form 16 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

The tenant should ensure an appropriate postage delivery time frame is taken into consideration. The tenant 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 landlord's/agent's letterbox
- 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 their 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 the person's attention at their last known place of residence, employment or business; or
 - (d) by email to an 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, they 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 required to remediate the premises (with supporting evidence showing the condition of the premises compared to the start of the tenancy, which demonstrates more than wear and tear).

2. If possible, the tenant and the landlord should agree on how the bond should be paid. Applications for bond payments are generally made online with Consumer and Business Services. If agreement cannot be reached with the landlord, you should contact Consumer and Business Services.
3. When the tenant vacates the premises, the tenant should ensure that they 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 the tenant's accounts, and so that mail can be forwarded.

Form 12—Residential Tenancies Act 1995 (section 85AA)

Notice of termination by tenant for successive breaches of agreement by landlord

Note—

There are a number of ways in which a tenancy may be terminated under the Residential Tenancies Act 1995, some of which include applying directly to the South Australian Civil and Administrative Tribunal.

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 are in breach of a provision of the agreement as follows:

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

and you have, on 2 previous occasions in the period of 12 months before the giving of this notice, been in breach of the same provision of the agreement.

I give you notice that I will deliver up vacant possession of the premises on *[insert hand-over date]*, being a date that is at least 7 days after 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

The tenant should ensure an appropriate postage delivery time frame is taken into consideration. The tenant 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 landlord's/agent's letterbox
- emailing it to the landlord/agent
- other *[please specify]*

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 their 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 the person's attention at their last known place of residence, employment or business; or
 - (d) by email to an 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, they 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 required to remediate the premises (with supporting evidence showing the condition of the premises compared to the start of the tenancy, which demonstrates more than wear and tear).
2. If possible, the tenant and landlord should agree on how the bond should be paid. Applications for bond payments are generally made online with Consumer and Business Services. If agreement cannot be reached with the landlord, you should contact Consumer and Business Services.
3. When the tenant vacates the premises, the tenant should ensure that they 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 the tenant's accounts, and so that mail can be forwarded.

Form 13—*Residential Tenancies Act 1995* (section 85A)

Notice of termination by tenant where residential premises for sale

Note—

There are a number of ways in which a tenancy may be terminated under the Residential Tenancies Act 1995, some of which include applying directly to the South Australian Civil and Administrative Tribunal.

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
The tenant should ensure an appropriate postage delivery time frame is taken into consideration. The tenant 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 landlord's/agent's letterbox
- 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 their 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 the person's attention at their last known place of residence, employment or business; or
 - (d) by email to an 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, they 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 required to remediate the premises (with supporting evidence showing the condition of the premises compared to the start of the tenancy, which demonstrates more than wear and tear).

2. If possible, the tenant and landlord should agree on how the bond should be paid. Applications for bond payments are generally made online with Consumer and Business Services. If agreement cannot be reached with the landlord, you should contact Consumer and Business Services.
3. When the tenant vacates the premises, the tenant should ensure that they 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 the tenant's accounts, and so that mail can be forwarded.

Form 14—Residential Tenancies Act 1995 (sections 85B and 85C)

Notice of termination by tenant where certain circumstances apply

Note—

There are a number of ways in which a tenancy may be terminated under the Residential Tenancies Act 1995, some of which include applying directly to the South Australian Civil and Administrative Tribunal.

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—

TICK ONE OR MORE OF THE FOLLOWING BOXES TO INDICATE THE GROUND/S

- the premises do not comply with the prescribed minimum housing standards under the *Housing Improvement Act 2016*
- the premises are destroyed totally or to such an extent as to be rendered unsafe
- I have been offered and have accepted accommodation by the South Australian Housing Trust or a community housing provider registered under the *Community Housing Providers National Law*
- I require prescribed temporary crisis accommodation and need to vacate the premises in order to obtain that accommodation

If the prescribed temporary crisis accommodation is for persons who are experiencing domestic abuse, please state the accommodation provider here:

- I require prescribed care and need to vacate the premises in order to obtain that care

I give you notice that I will deliver up vacant possession of the premises on *[insert hand-over date]*, being a date that is at least 7 days after 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
The tenant should ensure an appropriate postage delivery time frame is taken into consideration. The tenant 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 landlord's/agent's letterbox
- 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 their 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 the person's attention at their last known place of residence, employment or business; or
 - (d) by email to an 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, they 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 required to remediate the premises (with supporting evidence showing the condition of the premises compared to the start of the tenancy, which demonstrates more than wear and tear).
2. If possible, the tenant and the landlord should agree on how the bond should be paid. Applications for bond payments are generally made online with Consumer and Business Services. If agreement cannot be reached with the landlord, you should contact Consumer and Business Services.
3. When the tenant vacates the premises, the tenant should ensure that they 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 the tenant's accounts, and so that mail can be forwarded.

Form 15—Residential Tenancies Act 1995 (section 85D)

Notice of termination by tenant on grounds of domestic abuse

Note—

There are a number of ways in which a tenancy may be terminated under the Residential Tenancies Act 1995, some of which include applying directly to the South Australian Civil and Administrative Tribunal.

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—

TICK ONE OR MORE OF THE FOLLOWING BOXES TO INDICATE THE GROUND/S

- an intervention order is in force for my protection, or the protection of a domestic associate of mine who normally resides at the premises, against a person who is a domestic associate of someone who normally resides at the premises
- either I am, or a domestic associate of mine who normally resides at the premises is, in some other circumstance of domestic abuse

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
The tenant should ensure an appropriate postage delivery time frame is taken into consideration. The tenant 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 landlord's/agent's letterbox
- emailing it to the landlord/agent
- other *[please specify below]*

Information for the tenant

1. This notice must be accompanied by either of the following evidence as is relevant—

- (a) if this notice is given on the ground of an intervention order being in force—a copy of the intervention order; or
 - (b) if this notice is given on the ground of other circumstances of domestic abuse—a prescribed report.
2. 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 their 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 the person's attention at their last known place of residence, employment or business; or
 - (d) by email to an email address provided by the person for the purposes of service under the Act.
3. You should retain a copy of this notice.

Information for the landlord

You are required to deal with evidence and information that you receive with this notice in a confidential manner. Criminal penalties apply for contravention of these requirements. See section 85D of the *Residential Tenancies Act 1995*.

Termination information

1. When the tenant vacates the premises, they 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 required to remediate the premises (with supporting evidence showing the condition of the premises compared to the start of the tenancy, which demonstrates more than wear and tear).
2. If possible, the tenant and the landlord should agree on how the bond should be paid. Applications for bond payments are generally made online with Consumer and Business Services. If agreement cannot be reached with the landlord, you should contact Consumer and Business Services.
3. When the tenant vacates the premises, the tenant should ensure that they 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 the tenant's accounts, and so that mail can be forwarded.

Form 16—*Residential Tenancies Act 1995* (section 86)

Notice of termination by tenant for a periodic tenancy (General Form)

Note—

There are a number of ways in which a tenancy may be terminated under the Residential Tenancies Act 1995, some of which include applying directly to the South Australian Civil and Administrative Tribunal.

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 17 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 notice of 21 days, you would be required to give notice of 1 calendar month.

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

The tenant should ensure an appropriate postage delivery time frame is taken into consideration. The tenant 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 landlord's/agent's letterbox

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 their 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 the person's attention at their last known place of residence, employment or business; or
 - (d) by email to an 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, they 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 required to remediate the premises (with supporting evidence showing the condition of the premises compared to the start of the tenancy, which demonstrates more than wear and tear).
2. If possible, the tenant and the landlord should agree on how the bond should be paid. Applications for bond payments are generally made online with Consumer and Business Services. If agreement cannot be reached with the landlord, you should contact Consumer and Business Services.
3. When the tenant vacates the premises, the tenant should ensure that they 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 the tenant's accounts, and so that mail can be forwarded.

Form 17—*Residential Tenancies Act 1995* (section 86A)

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

Note—

There are a number of ways in which a tenancy may be terminated under the Residential Tenancies Act 1995, some of which include applying directly to the South Australian Civil and Administrative Tribunal.

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 notice of at least 28 days 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 after 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
The tenant should ensure an appropriate postage delivery time frame is taken into consideration. The tenant 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 landlord's/agent's letterbox
- 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 their 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 the person's attention at their last known place of residence, employment or business; or
 - (d) by email to an 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, they 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 required to remediate the premises (with supporting evidence showing the condition of the premises compared to the start of the tenancy, which demonstrates more than wear and tear).
2. If possible, the tenant and the landlord should agree on how the bond should be paid. Applications for bond payments are generally made online with Consumer and Business Services. If agreement cannot be reached with the landlord, you should contact Consumer and Business Services.
3. When the tenant vacates the premises, the tenant should ensure that they 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 the tenant's accounts, and so that mail can be forwarded.

Form 18—Residential Tenancies Act 1995 (section 86B)

Notice of termination by tenant where agreement frustrated

Note—

There are a number of ways in which a tenancy may be terminated under the Residential Tenancies Act 1995, some of which include applying directly to the South Australian Civil and Administrative Tribunal.

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
The tenant should ensure an appropriate postage delivery time frame is taken into consideration. The tenant 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 landlord's/agent's letterbox
- 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 their 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 the person's attention at their last known place of residence, employment or business; or
 - (d) by email to an 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, they 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 required to remediate the premises (with supporting evidence showing the condition of the premises compared to the start of the tenancy, which demonstrates more than wear and tear).
2. If possible, the tenant and the landlord should agree on how the bond should be paid. Applications for bond payments are generally made online with Consumer and Business Services. If agreement cannot be reached with the landlord, you should contact Consumer and Business Services.
3. When the tenant vacates the premises, the tenant should ensure that they 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 the tenant's accounts, and so that mail can be forwarded.

Schedule 2—Transitional provision for *Residential Tenancies (Miscellaneous) Amendment Act 2013*

1—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 before the commencement of section 105L(2) of the Act 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.

Schedule 3—Repeal and transitional provisions

Part 1—Repeal of *Residential Tenancies Regulations 2010*

1—Repeal of *Residential Tenancies Regulations 2010*

The *Residential Tenancies Regulations 2010* are repealed.

Part 2—Transitional provisions

2—Form A1

- (1) Regulation 8(5)(a)(ii) applies only in relation to an application form given to a prospective tenant by a landlord or an agent of a landlord on or after 1 January 2026.
- (2) Regulation 8(5)(b)(ii) applies only in relation to an application to enter into a residential tenancy agreement submitted by a prospective tenant on or after 1 January 2026.

Editorial note—

As required by section 10AA(2) of the *Legislative Instruments 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 14 August 2025

No 91 of 2025