

Notice to vacate to renter of rented premises



Residential Tenancies Act 1997 Section 91ZZO(a)

Residential Tenancies Regulations 2021 Regulation 37

The residential rental provider must use this form to let the renter know that they want to end the residential rental agreement.

Part A – Information for the renter

This is a notice to vacate. It tells you that the residential rental provider (rental provider) wants you to move out by a certain date. You can find details of this date at section 4 of the form.

Challenging a notice to vacate

You may be able to challenge this notice at the Victorian Civil and Administrative Tribunal (VCAT). Reasons to challenge a notice include:

- you believe you were given this notice due to unlawful discrimination or because you tried to exercise your rights as a renter;
- you believe it was not given to you properly;
- you disagree with the reason given or the information in the form is incorrect or incomplete; or
- you have experienced family or personal violence and this caused the behaviour listed in the notice to vacate. In this case, you should apply to VCAT within 30 days after the notice has been given.

Specific timeframes may apply to certain reasons to challenge a notice. You may also challenge the validity of the notice if the rental provider applies to VCAT for a possession order (see below: Possession orders and warrants).

You should seek advice if you are considering challenging a notice to vacate.

Unpaid rent

- If you received this notice because you have not paid your rent and you pay all of the unpaid rent on or before the termination date in the notice, this notice has no effect.
- You can find out more about this type of notice to vacate on the Consumer Affairs Victoria website at www.consumer.vic.gov.au/renting.

Possession orders and warrant

- If you do not leave on the date stated in the notice, the rental provider may apply to VCAT asking for an order requiring you to leave (also known as a possession order). VCAT will notify you of a hearing date that you can attend. You are encouraged to attend the hearing.
- Rental providers must give you the appropriate notice to vacate before they apply to VCAT for a possession order.
- At the hearing, VCAT decides whether the rental provider was allowed to give you a notice to vacate. VCAT will make a possession order if it is satisfied that it is reasonable and proportionate to do so. VCAT may consider whether the notice to vacate was given in response to the act of a person who has subjected you to family or personal violence. It may also consider whether you can comply with a payment plan for any rental arrears, if applicable.
- VCAT will decide if you must leave the property and when that should happen. You may ask for more time in the property if you will be in hardship.
- Rental providers cannot personally use force to remove you if you refuse to leave the property. Only Victoria Police can carry out a forcible eviction, and only when they are acting on a VCAT order (a warrant for possession).

Ending the residential rental agreement earlier

- In the following situations, you may be able to end the residential rental agreement (rental agreement) earlier than the termination date in the notice to vacate:
 - The property is being repaired, renovated or demolished, or there is a change in its use;
 - The rental provider or their family is moving into the property;

- The property is being sold or is required for a public purpose;
 - You no longer meet the eligibility criteria (public housing); or
 - In the case of a fixed term tenancy agreement, to specify a termination date that is on or after the date of the end of the initial fixed term of the agreement.
- To notify the rental provider, use a notice of intention to vacate form and provide at least 14 days notice.

Seeking advice

If you think you have grounds to challenge a notice to vacate at VCAT, you should seek advice immediately by contacting one of the community legal organisations listed on the Consumer Affairs Victoria website. For further information, visit the renting section of the Consumer Affairs website at www.consumer.vic.gov.au/renting or call 1300 55 81 81.

Part B – Notice

1 Address of rented premises

	Postcode
--	----------

2 Renter details

Full name of renter 1	
Full name of renter 2	
Full name of renter 3	
Full name of renter 4	

Note: If there are more than four renters, include details on an extra page.

3 Rental provider/mortgagee details

I am giving you this notice as:

- the rental provider
- the mortgagee (bank/finance company)

Full name of rental provider or mortgagee (this cannot be an agent's name)

Rental provider or mortgagee address for serving documents (this may be an agent's address)

	Postcode
--	----------

Contact details

Business hours

After hours

Email address

4 Termination date

The termination date must allow for:

- the minimum notice required under the ***Residential Tenancies Act 1997*** (the Act),
- the proposed method of delivery and the date the renter is expected to receive the notice.

(Refer to pages 6 to 9 for information on minimum notice periods)

The minimum number of days' notice required under the Act is:

I request that you vacate on or before the following termination date:

Note: If you want to **challenge** this notice you should seek legal advice as soon as possible.

5 Reason for notice

- The rental provider must select the relevant reason, section number and the minimum notice required under the Act from the attached information sheet and write it in the box below.
- The rental provider must also explain why the notice has been given. It is not enough to quote just from the Act or from the reasons on the information sheet; this must be accompanied by specific details.
- VCAT may find a notice to vacate invalid where it does not provide enough details or is not accompanied by the required documentary evidence.

I am giving you this notice for the following reason:

In many cases, this notice must be accompanied by documentary evidence. Please refer to the information on pages 6 to 9 to determine if documentary evidence is required.



Is documentary evidence attached?

- No
- Yes - provide details of the evidence attached

•



6 Delivery of this notice

- The notice period begins when the renter is estimated to receive this notice.
- For information on postage times from different locations, please refer to the Australia Post website (<https://auspost.com.au/parcels-mail/calculate-postage-delivery-times>)
- If sending by post, the rental provider must allow for the delivery time in calculating the proposed termination date.
- If sending by registered post, the rental provider should keep evidence of the mail delivery method used to send this notice.

This notice was sent on: (insert date)

This notice has been delivered:

personally, for example by hand

by registered post Expected delivery time (please see the Australia Post website)

Registered post tracking number (if applicable)

by email (if consent has been provided by the renter)

Email/postal address
renter 1

Email/postal address
renter 2

Email/postal address
renter 3

Email/postal address
renter 4

Note: If there are more than four renters, include details on an extra page.

7 Signature of rental provider, mortgagee or agent

Signature

Name

Date

Help or further information

For further information, visit the renting section – Consumer Affairs Victoria website at www.consumer.vic.gov.au/renting or call Consumer Affairs Victoria on **1300 55 81 81**.

Telephone interpreter service

If you have difficulty understanding English, contact the Translating and Interpreting Service (TIS) on 131 450 (for the cost of a local call) and ask to be put through to an Information Officer at Consumer Affairs Victoria on 1300 55 81 81.

Arabic

إذا كان لديك صعوبة في فهم اللغة الإنكليزية، اتصل بخدمة الترجمة التحريرية والشفوية (TIS) على الرقم 131 450 (بكلية مكاملة محلية) واطلب أن يوصلوك بموظف معلومات في دائرة شؤون المستهلك في فكتوريا على الرقم 1300 55 81 81.

Turkish İngilizce anlamakta güçlük çekiyorsanız, 131 450'den (şehir içi konuşma ücretine) Yazılı ve Sözlü Tercümanlık Servisini (TIS) arayarak 1300 55 81 81 numaralı telefondan Victoria Tüketici İşleri'ni aramalarını ve size bir Danışma Memuru ile görüşturmelerini isteyiniz.

Vietnamese Nếu quý vị không hiểu tiếng Anh, xin liên lạc với Dịch Vụ Thông Phiên Dịch (TIS) qua số 131 450 (với giá biểu của cú gọi địa phương) và yêu cầu được nối đường dây tới một Nhân Viên Thông Tin tại Bộ Tiêu Thụ Sự Vụ Victoria (Consumer Affairs Victoria) qua số 1300 55 81 81.

Somali Haddii aad dhibaato ku qabto fahmida Ingiriiska, La xiriir Adeega Tarjumida iyo Afcelinta (TIS) telefoonka 131 450 (qiimaha meesha aad joogto) weydiisuna in lagugu xiro Sarkaalka Macluumaadka ee Arrimaha Macmiilaha Fiktooriya tel: 1300 55 81 81.

Chinese 如果您聽不大懂英語，請打電話給口譯和筆譯服務處，電話：131 450（祇花費一個普通電話費），讓他們幫您接通維多利亞消費者事務處（Consumer Affairs Victoria）的信息官員，電話：1300 55 81 81。

Serbian Ako vam je teško da razumete engleski, nazovite Službu prevodilaца и тумача (Translating and Interpreting Service – TIS) на 131 450 (по цену локалног позива) и замолите их да вас повежу са Службеником за информације (Information Officer) у Викторијској Служби за потрошачка питања (Consumer Affairs Victoria) на 1300 55 81 81.

Amharic በእንግሊዝኛ ቋንቋ ለመረዳት ችግር ካለብዎ የአስተርጓሚ አገልግሎትን (TIS) በስልክ ቁጥር 131 450 (በአካባቢ ስልክ ጥሪ ሂሳብ) በመደወል ለቪ.ክ.ቶ.ሪያ ደንበኞች ጉዳይ ቢሮ በስልክ ቁጥር 1300 55 81 81 ደውሎ ከመረጃ አቅራቢ ሠራተኛ ጋር እንዲያገናኙዎት መጠየቅ።

Dari

اگر شما مشکل دانستن زبان انگلیسی دارید، با اداره خدمات ترجمانی تحریری و شفاهی (TIS) به شماره 131 450 به قیمت مخابره محلی تماس بگیرید و بخواهید که شما را به کارمند معلومات دفتر امور مهاجرین ویکتوریا به شماره 1300 55 81 81 ارتباط دهد.

Croatian Ako nerazumijete dovoljno engleski, nazovite Službu tumača i prevoditelja (TIS) na 131 450 (po cijeni mjesnog poziva) i zamolite da vas spoje s djelatnikom za obavijesti u Consumer Affairs Victoria na 1300 55 81 81.

Greek Αν έχετε δυσκολίες στην κατανόηση της αγγλικής γλώσσας, επικοινωνήστε με την Υπηρεσία Μετάφρασης και Διερμηνείας (TIS) στο 131 450 (με το κόστος μιας τοπικής κλήσης) και ζητήστε να σας συνδέσουν με έναν Υπάλληλο Πληροφοριών στην Υπηρεσία Προστασίας Καταναλωτών Βικτώριας (Consumer Affairs Victoria) στον αριθμό 1300 55 81 81.

Italian Se avete difficoltà a comprendere l'inglese, contattate il servizio interpreti e traduttori, cioè il Translating and Interpreting Service (TIS) al 131 450 (per il costo di una chiamata locale), e chiedete


di essee messi in comunicazione con un operatore addetto alle informazioni del dipartimento
“Consumer Affairs Victoria” al numero 1300 55 81 81






Information for the rental provider


This section is to be removed from the form before it is given to the renter.

The reference in brackets after each reason refers to the relevant section of the Act.

Please select the reason below and add the text to section 5 of this notice to vacate together with supporting factual information regarding the specific reasons for terminating the residential rental agreement. You may wish to provide further information in addition to the documentary evidence required.

Reason	Minimum notice required under the Act
<p>End of fixed term tenancy of less than 6 months (91ZZD(3)(b))</p> <p>We have a fixed term rental agreement which ends on or before the termination date.</p> <p>I have decided not to extend this agreement and am giving you notice to vacate the premises.</p> <p>Note: A notice to vacate for this reason:</p> <ul style="list-style-type: none"> • can only be used before the end of the initial fixed term of the rental agreement, and • must not be used in response to a renter exercising their rights under the Act. 	60 days before the end of the initial fixed term agreement
<p>End of fixed term tenancy of 6 months or more up to and including 5 years (91ZZD(3)(a))</p> <p>We have a fixed term rental agreement which ends on or before the termination date.</p> <p>I have decided not to extend this agreement and am giving you notice to vacate the premises.</p> <p>Note: A notice to vacate for this reason:</p> <ul style="list-style-type: none"> • can only be used before the end of the initial fixed term of the rental agreement, and • must not be used in response to a renter exercising their rights under the Act. 	90 days before the end of the initial fixed term agreement
<p>End of fixed term tenancy of more than 5 years (91ZZDA)</p> <p>We have a fixed term rental agreement which ends on or before the termination date.</p> <p>I have decided not to extend this agreement and am giving you notice to vacate the premises.</p> <p>Note: A notice to vacate for this reason:</p> <ul style="list-style-type: none"> • can only be used before the end of the initial fixed term of the rental agreement (including any agreed extension to the initial fixed term), and • must not be used in response to a renter exercising their rights under the Act. 	90 days before the end of the initial fixed term agreement
<p>Rental provider resuming principal place of residence (91ZW)</p> <p>I intend to resume occupancy of the premises as my principal place of residence.</p> <p>As stated in the rental agreement under 'List of additional terms', the premises were my principal place of residence prior to your occupation.</p> <p>Note: This notice can only be used when the conditions in s91ZW are met. This means that the rental provider must have lived in the premises immediately prior to the agreement being signed or has only entered into one previous agreement.</p> <div data-bbox="76 1720 1251 1899" style="border: 1px solid black; padding: 5px;">  <p>Documentary evidence may be required to support this notice. Please refer to the Consumer Affairs Victoria website https://www.consumer.vic.gov.au/ntv</p> </div> <ul style="list-style-type: none"> • 	14 days
<p>Repairs or renovations (91ZX)</p> <p>I intend to repair, renovate or reconstruct the premises immediately after you vacate. This work cannot be done while you are living there. I have all the necessary permits and consents.</p> <p>Note: This notice cannot be used to shorten the length of your fixed term agreement.</p>	60 days

 <p>Documentary evidence may be required to support this notice. Please refer to the Consumer Affairs Victoria website https://www.consumer.vic.gov.au/ntv</p>	
<p>Demolition (91ZY)</p> <p>I intend to demolish the premises immediate after you vacate. This work cannot be done while you are living there.</p> <p>I have all the necessary permits and consents for the demolition.</p> <p>Note: This notice cannot be used to shorten the length of your fixed term agreement.</p>  <p>Documentary evidence may be required to support this notice. Please refer to the Consumer Affairs Victoria website https://www.consumer.vic.gov.au/ntv</p>	60 days
<p>Change of use (91ZZ)</p> <p>I intend to use the premises for the purposes of a business or some other purpose.</p> <p>Note: This notice cannot be used to shorten the length of your fixed term agreement.</p>  <p>Documentary evidence may be required to support this notice. Please refer to the Consumer Affairs Victoria website https://www.consumer.vic.gov.au/ntv</p> <p>•</p>	60 days
<p>Occupation by rental provider or family (91ZZA)</p> <p>I intend for (myself/ my partner/ son/ daughter/ parent/ partner's parent/ a person who normally lives with and is wholly and substantially dependent on me) to move in immediately after the termination date provided at section 4.</p> <p>Note: This notice cannot be used to shorten the length of your fixed term agreement.</p>  <p>Documentary evidence may be required to support this notice. Please refer to the Consumer Affairs Victoria website https://www.consumer.vic.gov.au/ntv</p>	60 days
<p>Premises to be sold (91ZZB)</p> <p>The premises are to be sold or offered for sale with vacant possession, or</p> <p>I have entered into a contract of sale for the premises.</p> <p>Under the Act I am required to provide you with this notice within 14 days of the contract being entered into, or the last of the conditions of the sale being finalised (if it is a conditional contract).</p> <p>Note: This notice cannot be used to shorten the length of your fixed term agreement.</p>  <p>Documentary evidence may be required to support this notice. Please refer to the Consumer Affairs Victoria website https://www.consumer.vic.gov.au/ntv</p> <p>•</p>	60 days

<p>Required for public purposes (91ZZC)</p> <p>The premises which you are occupying are the property of a public statutory authority and they are required for public purposes immediately after the termination date.</p> <p>Note: This notice cannot be used to shorten the length of your fixed term agreement.</p> <div style="border: 1px solid black; padding: 5px;">  <p>Documentary evidence may be required to support this notice. Please refer to the Consumer Affairs Victoria website https://www.consumer.vic.gov.au/ntv</p> </div>	60 days
<p>Mortgagee's possession (91ZZK)</p> <p>I am the mortgagee of the rented premises and I am entitled to possession of the rented premises and intend to exercise a power of sale.</p>	60 days
<p>Damage to the premises (91ZI)</p> <p>You or your visitor have (by act or omission) intentionally or recklessly caused serious damage to the premises, including any safety equipment, or to any common areas.</p>	Immediate
<p>Danger to others (91ZJ)</p> <p>You or your visitor have endangered the safety of neighbours, myself, my agent, my contractor or my employee.</p>	Immediate
<p>Threats and intimidation (91ZK)</p> <p>You or another person occupying the premises has seriously threatened or intimidated me, my agent, my contractor or my employee.</p>	Immediate
<p>Condition of premises (91ZL)</p> <p>The premises are unfit for human habitation, destroyed totally, or destroyed to the extent that they are unsafe.</p>	Immediate
<p>Non-payment of rent (91ZM)</p> <p>You now owe at least 14 days rent. The amount owing is: (<i>insert amount owing</i>)</p> <p>At the date of this notice your rent is paid up to: (<i>insert date</i>)</p> <p>This is notice number</p> <p>If this is notice 1, 2, 3 or 4 and you pay your rent before the termination, then this notice will have no effect.</p> <p>If this is notice number 5 or you do not pay your rent then you must vacate on or before the termination date or your rental provider may apply to VCAT to evict you.</p>	14 days
<p>Unpaid bond (91ZN)</p> <p>You have not paid the bond required under the rental agreement.</p>	14 days
<p>Failure to comply with a VCAT order (91ZO)</p> <p>You have failed to comply with a compliance order of the VCAT under s212 of the Act.</p>	14 days
<p>Successive breaches of your duty as a renter (91ZP)</p> <p>You have breached a duty owed under a duty provision within Part 5 of the Act. This is a duty that you have previously breached two or more times, and you have been given a breach of duty notice for each breach.</p>	14 days
<p>Use for illegal purposes (91ZQ)</p>	14 days

You have used the premises, or permitted their use, for an illegal purpose.	
Child residing on premises (91ZT) You have allowed a child under 16 years to live on the premises contrary to the rental agreement. As stated in the rental agreement under 'List of additional terms', the premises are not to be occupied by a child under 16 years.	14 days
Assignment or subletting without consent (91ZV) You have assigned or sublet part or all the premises without my permission (or purported to do so).	14 days
Pet kept on premises (91ZZG) You are keeping a pet on the premises without consent. VCAT made an order excluding the pet from the premises on 14 or more days have passed since that order was in effect and you have not complied with that order.	28 days

Public housing

Reason	Minimum notice required under the Act
Drug related conduct in public housing (91ZR) You have used the premises (or common area) to engage in drug related activity.	14 days
Prescribed indictable offences in public housing (91ZS) You have committed a prescribed indictable offence on the rented premises (or common area).	14 days
False statement to housing authority (91ZU) You knowingly gave false or misleading information relating to eligibility to rent the premises from a public statutory authority.	14 days
Transitional housing refuses alternative accommodation (91ZZF) You are in transitional housing and you are required to seek alternative housing according to the requirements of the Director of Housing, published on You have unreasonably refused to seek alternative housing or refused a reasonable offer of alternative accommodation.	30 days
Renter no longer meets eligibility for public housing (91ZZE) You are in public housing however you no longer meet the eligibility criteria for public housing.	90 days