

Form 4 – Residential Tenancies Act 1995

Notice by tenant to landlord to remedy breach of agreement - notice of termination

(Note: For periodic tenancies. Form 5 should be used for a notice of termination where no breach of agreement is alleged.)

To: ..... (insert name of landlord/agent)

A. I hereby give you 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) (If insufficient space, attach a separate sheet)

B. This breach must be remedied within ..... days from the date on which this notice is given to you. (insert number of days as per information on page 2)

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 as per information on page 2)

Signature of tenant: ..... Date: ...../...../.....

Full name of tenant: .....

Address of tenant: .....

This notice was served on ...../...../..... by: [ ] personally handing it to the landlord/agent [ ] mailing it to the landlord/agent [ ] placing it in the landlord/agent's letterbox [ ] faxing or emailing it to the landlord/agent [ ] other [please specify] .....

## Information for the tenant

1. The period allowed under **Item B** on page 1 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** on page 1 for the end of the tenancy must be at least 8 days after the end of the period specified in Item B above.
3. This notice may be served on the landlord, or on an agent of the landlord -
  - (a) personally; or
  - (b) by sending it by post addressed to the person at his or her last known place of residence, employment or business; or
  - (c) by leaving it in a letterbox or other place where it is likely to come to his or her attention at his or her last known place of residence, employment or business; or
  - (d) by fax or email to a fax number or email address provided by the person for the purposes of service under the Act.
4. You should retain a copy of this notice.

*Note: If you vacate and the notice you served is invalid you could still be responsible for the agreement. Before vacating you may wish to apply to SACAT for an order that the notice is valid and the tenancy can end.*

## 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 (SACAT) for an order -

- (a) declaring that you are not in breach of the residential tenancy agreement;
- (b) declaring that you have remedied the breach within the notice period;
- (c) reinstating the tenancy.

## Termination information

1. When the tenant vacates the premises, he/she should leave them in a reasonable condition and in a reasonably clean state. If they are not, the landlord may recover from the security bond, or from the tenant directly, the costs of cleaning the premises, removing any rubbish, and so on.
2. The tenant and landlord (or an agent) should arrange to meet at the premises at an agreed time. They can then inspect the premises and note on the inspection sheet (which was completed and received at the start of the tenancy) the state of cleanliness of the premises and any damage that has occurred during the tenancy. The tenant and landlord can then decide how much of the security bond should be paid to each.
3. If possible, the tenant and landlord should agree on how the security bond should be paid. If the tenant and landlord do agree, both should complete and sign the bond refund form and lodge it with Consumer & Business Services. Make sure that the tenant's forwarding address is included on the form so that all or part of the bond, or any future correspondence, can be sent there. If agreement cannot be reached, Consumer and Business Services should be contacted.
4. When the tenant vacates the premises, the tenant should ensure that the tenant leaves all the keys, remote controls and security devices with the landlord or agent, and notifies the electricity entity, gas company, Australia Post, Telstra, etc, so that the new tenants do not use gas, electricity and the telephone on the tenant's accounts, and so that mail can be forwarded.

For further information contact Consumer and Business Services Ph: 131 882  
Website: [www.sa.gov.au/tenancy/renters](http://www.sa.gov.au/tenancy/renters)