

IF THE LANDLORD WANTS TO END YOUR AGREEMENT



WHAT DOES THE LANDLORD HAVE TO DO TO END YOUR AGREEMENT?

In most cases, the landlord or agent must give you a **termination notice**. If you don't move out by the day in the notice, the landlord can ask the **NSW Civil and Administrative Tribunal** (NCAT) for a **termination order**.

A termination order means the rental agreement is ended. The order will state the day when you must give vacant possession – that is, you move out and return the keys. It is best to return the keys in person.

Social housing providers

A social housing provider can end a rental agreement for many reasons, for example if you are not eligible for social housing. Call your local **Tenants' Advice and Advocacy Service** for details.

WHAT IS A TERMINATION NOTICE?

A termination notice must be in writing and signed by the landlord or agent. It must include:

- the **address** of the premises
- the **date** when the landlord or agent wants possession
- the **grounds** (reasons) for termination, if any.

The landlord or agent must properly send or deliver the notice to you. It can be in person, by post, by fax, or by hand to your mailbox.

HOW MUCH NOTICE MUST THE LANDLORD GIVE YOU?

This depends on the type of rental agreement and the grounds (reasons) for termination – see the table below.

A **fixed-term agreement** is for a specified time (e.g. 6 months). A **periodic agreement** is where the fixed term has ended, or no term is stated in your agreement.

Minimum notice periods

Grounds (reasons)	Fixed-term agreement	Periodic agreement
No grounds (no reasons)	30 days at end of term	90 days
Sale of premises	Does not apply	30 days
Breach by you of the agreement	14 days	14 days

The landlord or agent can give you immediate notice if the premises are destroyed or become wholly or partly unliveable.

For all agreements

If you do not meet your obligations under the agreement (you **'breach'** the agreement) the landlord or agent can give you a **14 day termination notice**.

The landlord or agent can give you a **non-payment termination notice** if you owe at least 14 days rent or you are 14 days behind on your water usage and/or utility charges. You may avoid the notice if you pay all the rent and other charges owing. Try to work out a repayment plan with the landlord or agent.

It is legal for you to overstay the notice, but if you do,

the landlord or agent can ask the Tribunal for a **termination order**. The Tribunal may decide not to end the agreement if you can show that you have fixed the problem.

For a fixed-term agreement

The landlord or agent cannot end your agreement without a reason (**no grounds**) before the last day of a fixed-term agreement. The landlord can give you 30 days notice to end your fixed term agreement. The last day they can give you 30 days notice is on the last day of your fixed-term agreement.

You can leave at any time before the date on the notice, but you will have to pay the rent until the end of the fixed term.

Note: if you have a fixed-term agreement, **it cannot be terminated just because your place is being sold**.

For a periodic agreement

The landlord or agent can end the agreement without giving you a reason but they must give you **90 days notice**. If the landlord decides to ask for a termination order, the Tribunal must terminate the agreement.

Your agreement can also be terminated if your place is being sold. The landlord can give you a 30 day termination notice. Ask your **Tenants' Advice and Advocacy Service** for advice.

You can **move out and stop paying rent** at any time before the date on the notice.

WHY DID YOU GET A TERMINATION ORDER BUT NO TERMINATION NOTICE?

The landlord or agent can apply to the Tribunal for a termination order without giving you a termination

notice, but only for these reasons:

- You, your guests, another occupant or their guests have caused or allowed:
 - **serious damage** to the place or any neighbouring or common property
 - **injury** to the landlord, agent, the landlord's or agent's employees, or your neighbours
 - using the place for **illegal purposes**.
- You or another resident have seriously or persistently **threatened or abused** the landlord, agent or the landlord's or agent's employees.

The Tribunal may make a termination order and may order you to move out immediately.

If the landlord or agent has applied to the Tribunal for a termination order, you should ask your local **Tenants' Advice and Advocacy Service** for help.

If you do not move by the day in the termination order, the landlord or agent can get a **warrant for possession** from the Tribunal. With this warrant, a sheriff's officer can remove you from the premises – with police help if needed.

EVICTION – WHAT ARE YOUR RIGHTS?

The landlord or agent must follow the proper processes before you can be evicted. Anyone locking you out without a Tribunal or court order can be fined up to \$22,000 and be ordered to compensate you.

A **retaliatory eviction** is when a landlord or agent acts to end the rental agreement because you have tried to enforce your legal rights (such as asking for repairs). Call your local **Tenants' Advice and Advocacy Service** if this happens.

You can apply to the Tribunal to make an order that the notice was retaliatory. In this case, the Tribunal may declare that a termination notice has no effect.

NEED SOME HELP?

Call your local Aboriginal Tenants' Advice and Advocacy Service for free advice. Phone numbers below.

For free tenancy advice, call your local Tenants Advice and Advocacy Service:

SYDNEY:

• Eastern	9386 9147
• Inner	9698 5975
• Inner West	9559 2899
• Northern	9559 2899
• Southern	9787 4679
• South West	4628 1678
• Western	8833 0933

REGIONAL:

• Blue Mountains	4704 0201
• Central Coast	4353 5515
• Hunter	4969 7666
• Illawarra Sth Coast	4274 3475
• Mid Coast	6583 9866
• Northern Rivers	6621 1022
• Northwest NSW	1800 836 268
• Southwest NSW	1300 483 786

ABORIGINAL:

• Sydney	9833 3314
• West NSW	6881 5700
• South NSW	1800 672 185
• North NSW	1800 248 913

WEBSITE: tenants.org.au

NSW FAIR TRADING: 13 32 20

This factsheet is intended as a guide to the law and should not be used as a substitute for legal advice. It applies to people who live in, or are affected by, the law as it applies in New South Wales, Australia. ©Tenants' Union of NSW

