|  |  |
| --- | --- |
| **Notice of breach of duty to residential rental provider of rented premises** |  |

***Residential*** ***Tenancies Act 1997***Section 208(1) and (2)

The renter may use this form to let the residential rental provider (rental provider, formerly known as landlord) know that they have breached their duty as a rental provider.

**Part A – Information for the rental provider**

This is a breach of duty notice. It tells you that the renter believes you have breached your duty as a rental provider. You can find details of the breach at section 4 of this notice, along with the required remedies and compensation (if any) required to be paid.

**Reasons that a breach of duty notice may be issued**

* On the day the renter will move in, the premises are not vacant or reasonably clean
* The premises do not comply with rental minimum standards by the day the renter moved in
* The rental provider has not taken all reasonable steps to ensure the renter has quiet enjoyment of the premises
* The premises have not been provided and maintained in good repair
* The rental provider has not taken reasonable steps to ensure that any common areas relating to the premises that are owned or controlled by the rental provider are maintained in good repair.
* Safety-related repairs and maintenance have not been undertaken, and/or have not been undertaken by a suitably qualified person
* Records of gas and electrical safety checks have not been kept and/or produced on request
* A replacement appliance, fitting or fixture that uses or supplies water, electricity or gas does not meet the prescribed minimum efficiency rating
* External doors are not fitted with functioning deadlocks (where applicable)
* Window locks have not been provided
* The rental provider changed the locks and has not provided the renter with a key.

**Seeking advice**

If you disagree with the specific reasons listed in section 4 of this notice, 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](http://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 details

Full name of rental provider (this cannot be an agent’s name)

|  |
| --- |
|  |

Rental provider address for serving documents (this may be an agent’s address)

|  |  |  |
| --- | --- | --- |
|  | Postcode |  |

Contact details

|  |  |
| --- | --- |
| Business hours |  |

|  |  |
| --- | --- |
| After hours |  |

|  |  |
| --- | --- |
| Email address |  |

4 Reason for notice

A notice of breach of duty must be in writing and:

* specify the breach; and
* give details of the loss or damage, if any, caused by the breach; and
* require the person, within the required time after receiving the notice, to remedy the breach if possible and to compensate the person to whom the duty is owed, if the breach has resulted in loss or damage to that person.

The resident should refer to page 6 for the reasons to give the form, choose the relevant reason and section number required under the Act, copy it in the box below and add the required detail. The resident must explain why the notice has been given. It is not enough to just quote from the Act. There must be enough information for the rental provider to understand why the notice has been given. Information to help explain the reasoning behind the notice has been provided on page 6.

I believe you have breached your duty as a rental provider because:

|  |
| --- |
|  |

The loss or damage (if any) caused is:

|  |
| --- |
|  |

**Compliance and compensation (if any) required**

I require you to remedy the breach within:  *(renter to circle appropriate breach and timeframe)*

|  |  |
| --- | --- |
| **Relevant breach** | **Timeframe** |
| s 67 (quiet enjoyment) | 7 days |
| All other breaches under this Notice | 14 days |

after receiving this notice by: *(describe what the rental provider needs to do to remedy this)*

|  |  |
| --- | --- |
|  | |
| AND pay me compensation of: ($) |  |

*Note: You can only claim compensation for your loss and damage suffered, and provide evidence to support it.*

You must not commit a similar breach again. If you do not comply with this notice the renter may apply to the Victorian Civil and Administrative Tribunal (VCAT) for a compensation or compliance order or, if s 91ZF (successive breaches by rental provider) applies, may give notice of intention to vacate.

|  |
| --- |
| Is documentary evidence attached?  No  Yes ­- provide details of the evidence attached (e.g. receipts, photographs) |
|  |

5 Delivery of this notice

* The notice period begins when the residential rental provider 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 renter must allow for the delivery time in calculating the proposed termination date.
* If sending by registered post, the renter 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 ordinary/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 rental provider) |

|  |  |
| --- | --- |
| Email/postal address |  |

6 Signature of renter

|  |  |
| --- | --- |
| 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](http://www.consumer.vic.gov.au/renting) or call the 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 450 131 (بكلفة مكالمة محلية) واطلب أن يوصلوك بموظف معلومات في دائرة شؤون المستهلك في فكتوريا على الرقم 81 81 55 1300.

**Turkish** İngilize anlamakta güçlük çekiyorsanız, 131 450’den (şehir içi konuşma ücretine) Yazılı ve Sözlü Tercümanlık Servisini (TIS) arayarak 1300 55 81 81 numerali telefondan Victoria Tüketici İşleri’ni aramalarını ve size bir Danişma Memuru ile görüştürmelerini isteyiniz.

**Vietnamese** Nếu quí 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（衹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** Ако вам је тешко да разумете енглески, назовите Службу преводилаца 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 ለቪክቶሪያ ደንበኞች ጉዳይ ቢሮ በስልክ ቁጥር 1300 55 81 81 ደውሎ ከመረጃ አቅራቢ ሠራተኛ ጋር እንዲያገናኝዎት መጠየቅ።

**Dari**

اگر شما مشکل دانستن زبان انگلیسی دارید، با اداره خدمات ترجمانی تحریری و شفاهی (TIS)به شماره 450 131 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 (ΤΙS) 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 renter

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

The number before each reason refers to the relevant section of the *Residential Tenancies Act 1997.*

Please select the reason below and add the text to section 4 of this breach of duty notice together with any supporting factual information regarding remedies and compensation (if any). You may wish to provide further information in addition to the documentary evidence required.

| **Reason** |
| --- |
| **65–not suitable for occupation**  The premises were not vacant and/or the premises were not in a reasonably clean condition on the agreed day of occupation.  *Note: The renter is not required to move in or pay rent until this is rectified.* |
| **65A(1)–premises do not comply with minimum standards**  The premises do not comply with rental minimum standards on or before the day I moved in.  *Note: You can access information about minimum standards at https://www.consumer.vic.gov.au/housing/renting/repairs-alterations-safety-and-pets/minimum-standards/minimum-standards-for-rental-properties.* |
| **67–not allowed quiet enjoyment**  You have not taken all reasonable steps to ensure that I have quiet enjoyment of the premises. |
| **68(1) and (4)–not in good repair**  You have not provided and maintained the premises in good repair and in a reasonably fit and suitable condition for occupation and/or you have not used a suitably qualified person to carry out repairs or works.  *Note: The rental provider is not in breach if the damage was caused by the renter's failure to ensure that care was taken to avoid damaging the premises, and the provider gave the renter a s 78 notice.* |
| **68(3)-common areas not in good repair**  You own or control the rented premises and the common areas relating to the rented premises and you have not taken reasonable steps to ensure that the common areas are maintained in good repair. |
| **68A–safety-related repairs and maintenance**  You have not undertaken safety-related repairs and maintenance activities set out in the rental agreement, and/or have not used a suitably qualified person. |
| **68B–records of gas and electrical safety checks**  You have not kept records of gas and electrical safety checks at the premises, and/or failed to produce records on request. |
| **69–replacement appliances do not meet minimum efficiency rating**  You have provided a replacement water, electricity and/or gas appliance, fitting or fixture that does not meet the prescribed minimum efficiency rating.  **Please note** –   * Replacement water appliances - the prescribed minimum rating is three stars under the Water Efficiency Labelling and Standards (WELS) scheme, except in certain limited circumstances. * Replacement dishwashers- the prescribed minimum water efficiency rating is three-star under the WELS Scheme and the minimum energy efficiency rating is three-stars under the Greenhouse and Energy Minimum Standards (Dishwashers) Determination 2015. * Replacement non-ducted air conditioner or heat pump (e.g. reverse cycle air conditioner) – from 29 March 2023, any replacement non-ducted air conditioner or heat pump installed must have a two star or above energy efficiency rating. * Replacement gas heater – from 29 March 2023, any replacement gas heater installed must have a must have a two star or above energy efficiency rating. |
| **70(1)–external doors not fitted with functioning deadlocks**  You have not ensured that all external doors able to be fitted with a functioning deadlock have been fitted with such a lock. |
| **70(1B)-not provided window locks**  You have not provided locks to secure all windows of the rented premises that are capable of having a lock. |
| **70(2)–not provided key(s)**  You have changed the lock on an external door or window and have not provided me with a key. |

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