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| **Notice of breach of duty from siteowner to Part 4A site tenant** |  |

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

# The site owner may use this form to let the site tenant know that they have breached their duty as a site tenant.

**Part A – Information for the site tenant**

This is a breach of duty notice. It tells you that the site owner or agent believes you have breached your duty as a site tenant. You can find details of the breach at section 4 of the form, along with the required remedies and compensation (if any) required to be paid.

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

* Failing to use the site for residential purposes only and in accordance with the site agreement, without the site owner’s written consent
* Improper use of the site, park or facilities, including by your visitors
* Using the site, or permitting the use of the site, for an illegal purpose
* Failing to pay the rent, fees and other charges agreed with site owner
* Interference (or allowing your visitors to interfere) with the privacy and peace and quiet of other occupants of the park, or with the proper use and enjoyment of the park by other occupants
* Failing to keep the site reasonably clean
* Failing to maintain the site to the general standard as set by the site owner
* Failing to leave the site reasonably clean and tidy
* Failing to keep the dwelling in good repair, safe to occupy, and not posing a significant health risk
* Installing fixtures, structures or making other modifications to the site without prior written consent
* Causing damage and failing to repair damage, or to notify the site owner and pay compensation for damage
* Failing to report damage to the site, or damage to or breakdown of communal facilities which the site tenant has knowledge
* Allowing a greater number of persons to reside on the site than agreed
* Failing to observe the park rules
* Failing to permit entry to a person authorised under the Act.

**Seeking advice**

If you disagree with the specific reasons listed at 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 Part 4A site

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

1. Site tenant details

|  |  |
| --- | --- |
| Full name of **site tenant 1** |  |

|  |  |
| --- | --- |
| Full name of **site tenant 2** |  |

|  |  |
| --- | --- |
| Full name of **site tenant 3** |  |

|  |  |
| --- | --- |
| Full name of **site tenant 4** |  |

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

Address of site tenant (if different to address of rented site)

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

1. Owner details

 Full name of owner (this cannot be an agent)

|  |
| --- |
|  |

 Address of owner for serving documents (this can be an agent’s address)

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

 Contact details

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

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

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

1. Reason for notice

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

* specify the breach,
* 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 site owner should refer to page 6 for the reasons to give the form, choose the relevant reason and section number required under the Act and copy it in the box below and add the required detail. The site owner 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 site tenant to understand why the notice has been given. Information to help explain the reasoning behind the notice has been provided on pages 6.

**I believe you have breached your duty as a site tenant because:**

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|  |

**The loss or damage caused is:**

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| --- |
|  |

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

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

|  |  |
| --- | --- |
| **Relevant breach** | **Timeframe** |
| 206ZZM (failure to grant entry) as required under s 206ZZJ(b) (show to prospective buyer or lender) or s 206ZZJ(d) (operator reasonably believes site tenant has failed to comply with duties) | 3 days |
| All other breaches under this Notice | 14 days |

To remedy this breach I require you to:  *(describe what the site tenant 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 owner may apply to the Victorian Civil and Administrative Tribunal (VCAT) for compensation or a compliance order or, if s 207ZB applies (successive breaches by site tenant), may give a notice to vacate.

|  |
| --- |
| Is documentary evidence attached? [ ]  No[ ]  Yes ­- *provide details of the evidence attached* |
|  |

1. Delivery of this notice
* The notice period begins when the site tenant 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 owner must allow for the delivery time in calculating the proposed termination date.
* If sending by registered post, the owner should keep evidence of the mail delivery method used to send this notice.

|  |  |
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This notice was sent on: (insert date)

This notice has been delivered:

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| --- |
| [ ]  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 site tenant) |

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

1. Signature of site owner 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](file:///C%3A/Users/viciuuq/AppData/Roaming/Hewlett-Packard/HP%20TRIM/Offline%20Records%20%28P1%29/Approved%20forms%283%29/www.consumer.vic.gov.au/renting) or call the Consumer Affairs Victoria Helpline 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 site owner

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

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

Please select the relevant 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** |
| --- |
| 206ZI(1)–non-residential use or use not in accordance with site agreementYou have failed to use the site for residential purposes only and in accordance with the site agreement, without my written consent. |
| 206ZI(2)–improper useYou have failed to use the site, park and facilities properly and/or failed to ensure that your visitors (if any) do the same. |
| 206ZJ–illegal purposeYou have used the site, or permitted the use of the site, for a purpose that is illegal at common law or under an Act. |
| 206ZK–unpaid rent/chargesYou have not paid the rent, fees and other agreed charges on the due dates and in the agreed manner. |
| 206ZL–interference with peaceYou have interfered or allowed your visitors to interfere with the privacy, peace and quiet of other occupants of the park, or with the proper use and enjoyment of the park by other occupants. |
| 206ZM(1)–site not clean and tidyYou have not kept the site in a reasonably clean condition. |
| 206ZM(2)–poor condition of site/dwellingYou have not kept the site and dwelling in a manner and condition that do not detract from the general standard of the park. |
| 206ZM(3)-site not left clean and tidyYou did not leave the site, as far as practicable, reasonably clean and tidy and in the same condition as when you entered into possession of the site, taking into account fair wear and tear.  |

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| **Reason** |
| 206ZMA–dwelling not in good repairYou have not kept the dwelling in a condition that is in good repair, safe to occupy and does not pose a significant health risk, taking into account fair wear and tear. |
| 206ZMB-modifcations without consentYou have installed fixtures, erected a structure (other than a Part 4A dwelling) and/or made alternations, renovations or additions to the site or in the park, without my prior written consent.  |
| 206ZO(1)–damageYou or your visitor caused damage to the site/facility in the park and, you have not repaired the damage or notified me and paid compensation.  |
| 206ZO(2)–unreported damage or breakdownYou did not report damage to the site, or damage to or breakdown of, communal facilities of which you had knowledge. |
| 206ZP–excess peopleYou have allowed a greater number of persons to reside on the site than agreed.  |
| 206ZQ–failure to observe rulesYou have failed to observe all park rules. The rule/s you did not observe is/are: *Note: the site owner should write rule/s which were not followed in section 4, or attach to this notice* |
| 206ZZM–refusal to permit entry–for a person exercising a right of entry under s 206ZZJ*Note: the site owner should refer confirm that you have a right of entry under section 206ZZJ and that you have provided enough notice.*206ZZJ(b)–You did not permit a person exercising a right of entry to enter the site to show it to a prospective buyer or lender.206ZZJ(d)–You did not permit a person exercising a right of entry on reasonable grounds to enter the site upon believing that you had failed to comply with your duties as a site tenant.*Note: for the 2 reasons listed above, the required time within which the site tenant must comply is 3 days after this notice is received. You must circle 3 day in section 4 above for this notice to be valid.* 206ZZJ(a)–You did not permit a person exercising a right of entry to enter the site to show it to a prospective site tenant.206ZZJ(c)–You did not permit a person exercising a right of entry to enter the site to enable the site owner to carry out a duty under the Act or any other Act.206ZZJ(e)–You did not permit a person exercising a right of entry to enter the site to enable inspection of the site (when entry for that purpose has not been made within the last 6 months).*Note: for the 3 reasons listed above, the required time within which the site tenant must comply is 14 days after this notice is received. You must circle 14 day in section 4 above for this notice to be valid.* |