|  |  |
| --- | --- |
| **Notice of breach of duty to renter/s  of rented premises** |  |

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

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

**Part A – Information for the renter**

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

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

* Using the premises in a way that causes a nuisance
* Interfering with the reasonable peace, privacy and comfort of neighbours
* Intentionally or negligently causing damage to the property or common areas
* Not keeping the premises clean
* Having removed, de-activated or interfered with a safety device
* Not undertaking safety-related activities, and/or using a suitably qualified person
* Installing any fixtures without written consent
* Altering, renovating, or adding to the premises without consent
* Failing to restore the premises to their prior condition before the end of the rental agreement
* Failing to supply new keys for external doors or windows to the rental provider
* Changing lock(s) without consent
* Failing to permit entry into the premises to persons and for reasons 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 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 rental provider should refer to page 7 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 rental provider 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 renter to understand why the notice has been given. Information to help explain the reasoning behind the notice has been provided on page 7.

I believe you have breached your duty as a renter because:

|  |
| --- |
|  |

The loss or damage (if any) caused is:

|  |
| --- |
|  |

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

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

|  |  |
| --- | --- |
| **Relevant breach** | **Timeframe** |
| s 60 (nuisance) | 7 days |
| s 89 (refused entry) for a reason listed at s 86(1)(b),(d),(e) (*see list at page 6)* | 3 days |
| All other breaches under this Notice | 14 days |

after receiving this notice by: *(describe what the renter 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 rental provider may apply to the Victorian Civil and Administrative Tribunal (VCAT) for a compensation or compliance order or, if s 91ZP (successive breaches by renter) 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 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 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 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.

6 Signature of rental provider 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](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 rental provider

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

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 notice of breach of duty together with any supporting factual information regarding remedies and/or compensation. You may wish to provide further information in addition to the documentary evidence required.

| **Reason** |
| --- |
| **60(1)–nuisance**  You have used the premises or permitted their use in a way that caused a nuisance. |
| **60(2)–interference with peace**  You have used, or permitted others to use, the premises or common areas in a way that caused interference with the reasonable peace, comfort or privacy of neighbours. |
| **61(1)(a)–damaged premises**  You or your visitor have intentionally or negligently caused damage to the premises.  *Note: This does not include fair wear and tear.* |
| **61(1)(b)–damaged common areas**  You or your visitor have intentionally or negligently caused damage to the common areas. |
| **63–unclean premises**  You have not kept the premises reasonably clean. |
| **63A(1)–safety device**  You have removed, deactivated or interfered with a safety device, which was not reasonable in the circumstances to do.  *Note: The prescribed safety devices are listed at r 25 of the Residential Tenancies Regulations 2021*, *and include smoke alarms, pool barriers, fire equipment and emergency lighting.* |
| **63A(2) and (3)–safety device**  You have not undertaken the safety-related activities required in your rental agreement, and/or you have not used a suitably qualified person  *Note: This obligation will only apply if the 'safety-related activities' clause under s 27C is in the terms of the rental agreement you signed after 29 March 2021.* |
| **64(1A)(a)–fixtures without consent**  You have installed fixtures on the premises without my written consent. |
| **64(1A)(b)–alterations without consent**  You have made alterations, renovations or additions to the premises that are not prescribed modifications under the Act without my written consent.  *The alterations that do not require consent are listed at r 26 of the Residential Tenancies Regulations 2021*, *and include picture hooks on some wall surfaces, LED light globes, blinds, doorbells, child safety locks, etc with some restrictions. You can access the list here:* [Renters making changes to the property - Consumer Affairs Victoria](https://www.consumer.vic.gov.au/housing/renting/repairs-alterations-safety-and-pets/renters-making-changes-to-the-property) |
| **64(2)–failure to restore premises**  You installed fixtures on or renovated, altered or added to the rented premises (whether or not with my written consent) but you have not restored the premises to the condition they were in immediately before the installation, renovation or addition to the premises (fair wear and tear excepted), or instead paid compensation to me equal to the reasonable cost of restoring the premises to that condition.  *Note: This obligation is limited to the removal of those installations, fixtures, etc.* |
| **70(2)–failure to supply key**  You have not provided me with a key to an external door or window since you changed the locks. |
| **70(3)–change of lock without consent**  You have changed a lock in a master key system without my consent. |
| **89–duty to permit entry–for a person exercising a right of entry under section 86**   * + 86(1)(b)–you did not permit a person exercising a right of entry to enter the premises to show them to a prospective buyer or lender.   + 86(1)(d)–you did not permit a person exercising a right of entry to enter the premises for valuation purposes.   + 86(1)(e)–you did not permit a person exercising a right of entry to enter the premises upon believing on reasonable grounds that you had failed to comply with your duty as a renter.   ***Please note –*** *the required time within which the renter must comply is 3 days after this notice is received. You must circle the 3 day row in section 4 above for this notice to be valid.*   * + 86(1)(a)–you did not permit a person exercising a right of entry to enter the premises to show them to a prospective renter.   + 86(1)(c)–you did not permit a person exercising a right of entry to enter the premises to enable the residential rental provider to carry out a duty under this Act, the residential rental agreement or any other Act.   + 86(1)(f)–you did not permit a person exercising a right of entry to enter the premises to inspect them, where entry for that purpose has not been made within the last 6 months**.**   ***Please note –*** *the required time within which the renter must comply is 14 days after this notice is received. You must circle the 14 day row in section 4 above for this notice to be valid.* |