# Detailed Reference Guide 2: Rental providers must give a reason to end a rental agreement

This reform starts on 29 March 2021.

## New requirements

Rental providers must specify the reason to end a rental agreement from the reasons provided for in the legislation. The reasons have changed in the following ways.

### There are two new reasons:

|  |  |
| --- | --- |
| **New reason** | **Description** |
| Threats and intimidation | A rental provider may give a renter a notice to vacate if the renter or any other person occupying or jointly occupying the rented premises has seriously threatened or intimidated the rental provider or the provider’s agent, or either of those persons’ contractors or employees.  Minimum notice period: 14 days. |
| Notice to vacate when pet kept without consent | A rental provider may give a notice to vacate if VCAT has made an order excluding a pet from the rental premise, at least 14 days have passed, and the renter has not complied with the VCAT order.  Minimum notice period: 28 days. |

### There are four existing reasons that have been amended. These are the new versions of the reasons:

| **Changed reason** | **Description** |
| --- | --- |
| Damage | A rental provider may give a renter a notice to vacate if the renter or the renter's visitor, whether by act or omission intentionally or recklessly causes serious damage to the premises, including any safety equipment (for example a smoke alarm), or to any common areas.  There is no minimum notice period. |
| Danger | A rental provider may give a renter a notice to vacate rented premises if the renter or the renter's visitor by act or omission endangers the safety of occupiers of neighbouring premises, or the rental provider or the provider's agent, or a contractor or employee of any of those persons.  There is no minimum notice period.  A notice cannot be given under this provision if a notice to leave has been provided for the act or omission under the ‘violence on certain premises’ provisions of Part 8 of the *Residential Tenancies Act 1997*. |
| End of fixed term rental agreement | This reason only applies to fixed term rental agreements.  The rental provider may only give the renter an end of fixed term notice to vacate at the end of the first fixed term.  Notice period: the date of termination must be on or after the end of the fixed term. For rental agreements under six months, at least 60 days’ notice before the end of the fixed term is required. For rental agreements between six months and five years, at least 90 days’ notice before the end of the fixed term is required.  Note: this reason is only available at the end of the first fixed term. It is not available if the rental agreement is renewed, extended or a new fixed term rental agreement is entered into with the renter. |
| Non-payment of rent | New process -- see Detailed Reference Guide 3. |

The ‘notice to vacate for no specified reason’ has been repealed. Rental providers must use one of the other reasons provided in the *Residential Tenancies Act 1997*.

The notice to vacate must be in the prescribed form, addressed to the renter, and signed by the person giving notice or their agent. It must specify the reason. It must also provide documentary evidence as specified by the Director to support the reason if the notice to vacate is for any of the following reasons:

* rental provider’s principal place of residence
* repairs
* demolition
* premises to be used for business
* premises to be occupied by rental provider or provider’s family
* premises to be sold
* premises required for public purposes.

## Previous requirements

Previously, the *Residential Tenancies Act 1997* provided for a list of reasons that a rental provider may use to end a rental agreement. The following table lists those reasons and whether the reason has been repealed, is new or has changed.

| **Reason to end rental agreement** | **Change** |
| --- | --- |
| Damage | **Changed** |
| Danger | **Changed** |
| Threats and intimidation | **New** |
| Condition of premises | Same |
| Non-payment of rent | **Changed** |
| Failure to pay bond | Same |
| Failure to comply with a VCAT order | Same |
| Successive breaches by renter | Same |
| Use of premises for illegal purpose | Same |
| Drug-related conduct in public housing | Same |
| Prescribed indictable offences in public housing | Same |
| Permitting child to reside in premises | Same |
| False statement to housing authority | Same |
| Assignment or sub-letting without consent | Same |
| Rental provider's principal place of residence (fixed term rental agreement) | Same |
| Repairs | Same |
| Demolition | Same |
| Premises to be used for business | Same |
| Premises to be occupied by rental provider or provider’s family | Same |
| Premises to be sold | Same |
| Premises required for public purposes | Same |
| End of fixed term rental agreement | **Changed** |
| Renter no longer meets eligibility criteria | Same |
| Renter in transitional housing refuses alternative accommodation | Same |
| Notice to vacate when pet kept without consent | **New** |
| Notice to vacate for no specified reason | **Repealed** |

The two new reasons did not exist in the previous version of the *Residential Tenancies Act 1997*. The changed reasons changed as follows.

|  |  |
| --- | --- |
| **Changed reason** | |
| Damage | Previous version did not refer to safety equipment and did not include a note providing an example of a smoke detector.  The provision did not previously refer to the act or omission being intentional or reckless. |
| Danger from the renter or renter’s visitors | The change expands the persons covered by the provision. Previously it only referred to the acts or omissions of the renter or the renter’s visitor endangering the safety of the occupiers of the neighbouring premises only. |
| End of fixed term rental agreement | Previous version allowed the rental provider to issue an end of fixed term rental agreement notice to vacate at the end of any fixed term agreement, not only the **first**. |
| Non-payment of rent | New process -- see Top 30 Changes No. 3. |

Previously, the reasons to provide a notice to vacate included ‘notice to vacate for no specified reason’.

Previously, a rental provider had to provide evidence supporting reasons for giving a notice to vacate, but there were no specific documentary evidence requirements for certain reasons for giving a notice to vacate.

## Requiring further specification

* The form of the notice to vacate (to be prescribed).
* The required documentary evidence that can be used to support the reason for ending the rental agreement (to be specified by the Director).

## Relevant legislation in the *Residential Tenancies Act 1997*

### New reasons

|  |  |
| --- | --- |
| 91ZK | Threats and intimidation |
| 91ZZG | Notice to vacate when pet kept without consent |

### Changed reasons

|  |  |
| --- | --- |
| 91ZI | Damage |
| 91ZJ | Danger |
| 91ZZD | End of fixed term rental agreement |
| 91ZM | Non-payment of rent |

### Form of notice

|  |  |
| --- | --- |
| 91ZZO | Form of notice to vacate |

Note: This was Reform 69 in the Fairer Safer Housing review.