# Fact Sheet 2: Rental providers must give a reason to end a rental agreement

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| This fact sheet is about changes to Victoria’s renting laws that have not happened yet. They will be in place from 29 March 2021.For information on current laws, visit the [Renting section - Consumer Affairs Victoria website](https://www.consumer.vic.gov.au/renting) <consumer.vic.gov.au/renting>. |

Under new renting laws, a rental provider (landlord) must use a valid reason to issue a notice to vacate to a renter. They cannot issue a ‘no specified reason’ notice to vacate.

## What has changed?

Rental providers must provide a valid reason to end a rental agreement.

Valid reasons include sale, change of use or demolition of premises, and landlord moving back into the premises.

Previously a rental provider could issue a notice to vacate without providing a reason. The notice periods were 120 days for rental agreements up to 5 years.

## Are there new reasons provided in the rental laws?

### Threats and intimidation

A rental provider may give a notice to vacate if the renter or any other person occupying the premises has seriously threatened or intimidated:

* the rental provider or their agent, or
* contractors or employees of the rental provider or their agent.

The minimum notice period is **14 days**.

### Pet is kept without rental provider’s consent

A rental provider may give a notice to vacate if:

* the Victorian Civil and Administrative Tribunal (VCAT) has excluded a pet from the rental premise, and
* the renter has failed to comply with the VCAT order within 14 days.

The minimum notice period is **28 days**.

## What if a notice to vacate has been issued incorrectly?

If a renter believes that their rental provider has issued a notice to vacate that is not valid, they should apply to the Victorian Civil and Administrative Tribunal (VCAT) to challenge the notice.

## What if a renter does not vacate?

The rental provider may apply to VCAT for a possession order (eviction).