# 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).