# Fact Sheet 4: Limiting the use of ‘end of fixed term’ notices to vacate

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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>. |

New renting laws mean rental providers (landlords) can only issue a ‘end of fixed term’ notice to vacate at the end of the first fixed term of a rental agreement.

After receiving an ‘end of fixed term’ notice, renters can give their rental providers a notice of intention to vacate with 14 days’ notice.

The new laws do not apply to long-term rental agreements of more than five years.

## What is a notice to vacate?

A notice to vacate signals the end a rental agreement and notifies the renter that they must leave the rental property.

## What is a fixed-term rental agreement?

A fixed-term rental agreement specifies a date where the agreement ends (for example, a one-year agreement). Even if an agreement has a fixed end date, notice must be given to end it.

## What has changed?

A rental provider will now only be able to issue an ‘end of fixed term’ notice to vacate at the end of the **first** fixed term of a rental agreement.

They will not be able to issue an ‘end of fixed term’ notice to vacate at the end of any subsequent fixed terms.

Previously, a rental provider could issue an ‘end of fixed term’ notice to vacate on or after the end of any fixed-term rental agreement, even one extended several times.

## What happens if a renter receives a an ‘end of fixed term’ notice to vacate?

A renter can choose to vacate by the specified date, or if they wish to leave earlier, they can give a 14-day notice of intention to vacate to the rental provider. They can also provide this notice giving an end date before the end of the fixed term, which they could not previously do.

The renter is not liable for any rental agreement break fees.

## 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.