Terminating a tenancy

There are key requirements for terminating a residential tenancy agreement that protect both the tenant and landlord/agent while also clearly outlining everyone's rights and obligations.

Requirements, set out in specific forms, apply for both parties, depending on who is terminating and why.

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Termination by a landlord

A periodic tenancy terminated by the landlord/agent

A landlord **requiring possession** of their property can end a periodic tenancy under section 81 of the *Residential Tenancies Act 1995* (Act) by giving at least 60 days' notice to the tenant because:

- possession is required for demolition
- possession is required to carry out repairs or renovations that can't be done with reasonable convenience while the tenant remains in the premises
- possession is required for occupation by the landlord, their spouse, child, parent or the spouse of a child or parent
- a contract for sale of the premises has been entered into under which the landlord needs to give vacant possession to the new owner
- the landlord requires possession of the premises to sell it and has entered into a sales agency agreement with a registered agent.

Once a landlord gives a termination notice for a periodic tenancy, a tenant can give 7 days' written notice to move out and not be liable to pay rent after the end of the 7 days (unless termination was on a ground that also constitutes a breach of the residential tenancy agreement).

The written form required to be served by the Residential Tenancies Regulations 2025 (regulations) is **Form 7** - Notice of termination of periodic tenancy by landlord because possession is required by landlord *(Note: Form 7 serves dual purposes)*.

It must also be supported with written evidence, as approved by the Commissioner for Consumer Affairs listed in the table below.

Reason for termination notice	Evidence required
The landlord wants to **demolish** the premises	• *notice of development approval; or* • *contract with a licensed building work contractor stating the date demolition will occur.*
The landlord wants to carry out **repairs or renovations** that can't be done conveniently while tenants are living there	• *photographic proof that repairs or renovations are required; and* • *a written statement as to why the premises need to be vacated; and* *EITHER*

	• *contract with, or quotation from, a suitably qualified tradesperson for carrying out planned repairs, stating:*
	  ○ *the nature of the repairs required*
	  ○ *an estimated timeframe for completion*
	OR
	• *a copy of the planning or development approval for repairs or renovation required under the Planning, Development and Infrastructure Act 2016.*

The landlord, **the landlord's spouse, child or parent, or spouse of the landlord's child or parent want to occupy** the premises	*A witnessed Statutory Declaration signed by the landlord, stating either:* • *they intend to live in the rented premises; or* • *their relationship to the person who will occupy the rented premises (whether the person is a spouse, child or parent or spouse of the landlord's child or parent); and* • *that the landlord understands that they must not grant a fresh tenancy over the premises to any person (other than the person moving into the rented premises as described in the statutory declaration) for use primarily as a residence within 6 months of the date notice was given.*
The landlord needs to give **vacant possession to a purchaser**	• *contract of sale, signed by the vendor and purchaser and dated (personal information and confidential details, such as the purchase price, may be redacted to protect confidentiality).*
The landlord requires possession of the premises because they have **entered into a sales agency agreement** with a registered agent	• *sales agency agreement entered into between the landlord and a registered agent, signed by both and dated (personal information and confidential details, such as sales price and commission rates, may be redacted to protect confidentiality).*

After a 60-day notice of possession is given, a landlord/agent can't re-lease the premises for 6 months, unless SACAT gives consent.

A landlord/agent using **specific reasons** to end a periodic tenancy must give a tenant at least 90 days' notice under section 83 of the Act and prescribed by regulation 24:

- either the tenant, or tenants' visitor, posed a serious risk to the life, health or safety of the landlord, the landlord's agent or someone who lives in the immediate vicinity
- either the tenant or another person living at the premises threatened or intimidated the landlord, the landlord's agent or a contractor or employee of the landlord or agent

- the tenant kept a pet on the premises without the required authorisation
- the tenant provided the landlord/agent with false, misleading or deceptive, or knowingly concealed information regarding the tenant's identity or workplace that secured the tenant the tenancy agreement
- it was a term of the tenancy agreement with a charity that the occupant met any eligibility requirements and the tenant no longer meets them
- the tenant is no longer an eligible tenant under the National Rental Affordability Scheme (NRAS) and the landlord is an NRAS approved participant
- it was a term of the tenancy agreement that the tenant be a student of an educational institution and no longer is
- it was a term of the tenancy agreement that the tenant be an employee of the landlord and no longer is.

To end the tenancy on these grounds a landlord will need to complete **Form 8** - Notice of termination of periodic tenancy by landlord on specified ground.

A fixed term tenancy terminated by the landlord/agent at end of fixed term

A landlord **requiring possession** of their property can end a fixed tenancy under section 83A of the Act, as prescribed by regulation 25, by giving at least 60 days' notice to the tenant because:

- possession is required for demolition
- possession is required to carry out repairs or renovations that can't be done with reasonable convenience while the tenant remains in the premises
- possession is required for occupation by the landlord, their spouse, child, parent or the spouse of a child or parent
- a contract for sale of the premises has been entered into under which the landlord needs to give vacant possession to the new owner
- a sales agency agreement has been entered into under which the landlord needs vacant possession.

The written form required to be served by the regulations is **Form 9** – Notice of termination by landlord at end of fixed term tenancy (General Form).

It must also be supported with written evidence, as approved by the Commissioner for Consumer Affairs - listed in the table above.

After a 60-day notice of possession is given, a landlord/agent can't re-lease the premises for 6 months, unless SACAT gives consent.

A landlord/agent may also end a fixed term residential tenancy agreement at the end of the fixed term by giving at least 60 days' notice under section 83A of the Act and on one of the following grounds listed in regulation 25:

- the tenant or tenants' visitor intentionally or negligently caused serious damage to the premises, a nearby area or safety equipment located on the premises or a nearby area

- either the tenant or tenants' visitor posed a serious risk to the life, health or safety of the landlord, the landlord's agent or a person who lives in the immediate vicinity
- the tenant caused or permitted the premises to be unfit for human habitation, destroyed totally or destroyed to the extent that it is unsafe
- either the tenant or another person living at the premises threatened or intimidated the landlord, the landlord's agent or a contractor or employee of the landlord or agent
- the tenant continued to breach their tenancy agreement for the same or very similar breach after receiving 2 notices
- the tenant used the premises, or caused the premises to be used, for an illegal purpose (including drug related conduct)
- the tenant failed to pay the bond as required by the tenancy agreement
- the tenant kept a pet on the premises without the required authorisation
- the tenant provided the landlord/agent with false, misleading or deceptive, or knowingly concealed information regarding the tenant's identity or workplace that secured the tenant the tenancy agreement
- it was a term of the tenancy agreement with a charity that the tenant meet any eligibility requirements and they no longer meet them
- the tenant is no longer an eligible tenant under the National Rental Affordability Scheme (NRAS) and the landlord is an NRAS approved participant
- it was a term of the tenancy agreement that the tenant be a student of an educational institution and no longer is
- it was a term of the tenancy agreement that the tenant is an employee of the landlord and no longer is
- you failed to accept an offer made by the landlord (who is a purpose-built student accommodation provider) to extend or renew the residential tenancy agreement within 30 days of receiving the offer.

Note: A purpose-built student accommodation provider who terminates a residential tenancy agreement on the above ground must not impose a charge or a fee to the tenant due to the termination or because the tenant failed to accept in writing the offer within the time required (see regulation 25(2)). See also section 53 of the Act under which a purpose-built student accommodation provider must not receive payment for the residential tenancy from the tenant other than rent and bond.

Form 9 - Notice of termination by landlord at end of fixed term tenancy is also used for terminating fixed term tenancies on these grounds.

If notice is not given at the end of a fixed term agreement, it continues as a periodic tenancy.

Once a landlord gives a termination notice for a fixed term tenancy, a tenant can give 7 days' written notice to move out before the end of the fixed term and not be liable to pay rent after the end of the 7 days *(unless termination was on a ground that also constitutes a breach of the residential tenancy agreement)*.

Termination of tenancies by community housing providers where occupant is a member

A community housing provider must give at least 28 days' notice on one of the following grounds if they wish to terminate a residential tenancy and it is a requirement that the occupant be a member of the community housing provider:

- the tenant is no longer a member of the community housing provider
- the tenant no longer satisfies a condition or conditions specified by the tenancy agreement as essential to the continuation of the tenancy.

Complete **Form 7 -** Notice of termination by community housing provider (for fixed term or periodic tenancy) (note: dual purpose form).

Landlord ending an agreement for a breach

This covers 2 types of breaches:

- unpaid rent only (rent has not been paid for at least 14 days)
- other breach of agreement (such as water rates or property damage).

The landlord/agent must choose 'other breach of agreement' if serving this notice for both unpaid rent and any other breach of agreement, including enough details so that the tenant knows exactly what the breach is and how to remedy it. Tenants should be given 7 days after they have received the notice to remedy the breach.

If the tenant fails to remedy the breach they can be given notice to leave the premises:

- any day after the initial 7 days' notice for unpaid rent
- at least another 7 days for other breach of agreement.

To end the tenancy on these grounds complete **Form 5** - Landlord's notice of breach to tenant - termination of agreement.

Drug related conduct

A landlord/agent can terminate a tenancy immediately under section 80A of the Act:

- on the ground that the tenant has engaged in, or has allowed another person to engage in, drug related conduct on the premises or ancillary property and testing for contamination indicates that the premises or ancillary property are contaminated as a result of that drug related conduct.

Drug related conduct is defined as the manufacture, smoking, consumption or administration of a controlled drug but excludes simple cannabis offences under section 45A(8) of the *Controlled Substances Act 1984*. Testing must be done in accordance with section 67B of the Act and as prescribed in regulation 17.

Complete **Form 6** - Notice of termination by landlord on ground of drug contamination.

If premises are uninhabitable or unsafe

For landlords

A landlord/agent can give immediate notice of termination of a residential tenancy agreement on the ground that either:

- the premises (or a substantial portion) has been destroyed or made uninhabitable
- the premises can no longer lawfully be lived in.

Or give notice of at least 60 days if:

- the premises has been compulsorily acquired.

Complete **Form 10** - Notice of termination by landlord where agreement frustrated.

Termination by a tenant

Immediate termination by tenant

A tenant can terminate a tenancy immediately on any of these grounds:

- the premises (or a substantial portion) has been destroyed or made uninhabitable
- the premises can no longer lawfully be lived in
- the premises has been compulsorily acquired.

Complete **Form 18** - Notice of termination by tenant where agreement frustrated.

Tenant terminating on grounds of domestic abuse

A tenant experiencing domestic abuse can give notice of termination (accompanied with the relevant evidence prescribed in regulation 30) or can terminate the tenancy if an intervention order is in force for their protection, or the protection of someone else who lives at the premises - against a person who normally lives at the premises.

The termination notice can specify a termination date on or after the day that notice is given (which might be before the end of the fixed term). Landlords/agents are required to deal with evidence and information received with this notice in a confidential manner.

Complete **Form 15** – Notice of termination by tenant on grounds of domestic abuse.

Breach by landlord

A tenant can give a landlord/agent notice that they are in breach of the tenancy agreement.

They must give notice in writing, including enough details so that the landlord/agent receiving the notice will know exactly what the breach is – and exactly what the tenant requires for the breach to be remedied. The landlord has at least 7 days to remedy the breach, before the tenancy is terminated. The landlord may apply to SACAT to declare that they are not in breach, or that they have remedied the breach, and the tenancy is therefore not terminated.

Complete **Form 11** - Notice by tenant to landlord to remedy breach of agreement - Notice of termination.

Notice of termination by tenant for successive breaches of agreement

A tenant can terminate a tenancy agreement if the landlord/agent has breached a provision of the agreement and, on 2 previous occasions in the prior 12 months, has been in breach of the same provision of the agreement. The tenant must give notice of at least 7 days at the time this notice is delivered.

Complete **Form 12** – Notice of termination by tenant for successive breaches of agreement.

New tenant not informed that premises is being sold

A tenant can give a notice of termination within 2 months after the start of their tenancy if they are given notice of a contract of sale for the premises. This applies if the landlord did not, before the tenancy agreement was entered into, advise of the prospective sale. A tenant must give such a notice of termination within 2 months after they have received notice of the sale of the premises.

Complete **Form 13** – Notice of termination by tenant where residential premises for sale.

Tenant terminating in certain circumstances

Tenants can give 7 days' notice to terminate a tenancy in the following circumstances:

- the premises don't comply with prescribed minimum housing standards under the *Housing Improvement Act 2016*
- the premises are rendered unsafe
- the tenant has been offered and accepted accommodation by the South Australian Housing Trust or a registered community housing provider
- the tenant requires aged, palliative or special care (as defined in the regulations)
- the tenant requires prescribed temporary crisis accommodation and needs to vacate the premises in order to obtain that accommodation.

Complete **Form 14** – Notice of termination by tenant where certain circumstances apply.

Tenant ending a periodic tenancy

If a tenant wants to end a periodic agreement (without grounds) they must give the landlord/agent at least 21 days' notice or a period equivalent to a single rental period. That is, if the tenant pays monthly rent 1 calendar months' notice is required.

Complete **Form 16** - Notice of termination by tenant for a periodic tenancy (General Form).

Tenant terminating at the end of fixed term tenancy

A tenant may end a fixed term residential tenancy agreement at the end of the fixed term without specifying a ground by giving at least 28 days' notice to the landlord/agent.

If notice isn't given, the agreement continues as a periodic tenancy.

Complete **Form 17** - Notice of termination by tenant at end of fixed term tenancy (General Form).

Death of a sole tenant

The death of a sole tenant will automatically result in the termination of a tenancy agreement 30 days later.

Exceptions include agreements between landlords/agents and an administrator or next of kin, orders by SACAT or earlier termination.

The following forms apply:

- **Form 3** - Termination by administrator of sole tenant's estate or sole tenant's next of kin following the tenant's death (section 79B(3))
- **Form 4** - Notice of termination by landlord following death of sole tenant (section 79B(4)).

Termination by applying to SACAT

SACAT applications

Either the landlord or the tenant can apply to SACAT to terminate a tenancy because the continuation of the tenancy would cause undue hardship.

There may be other reasons to apply to SACAT for the termination of a tenancy, such as serious breaches (not capable of remedy), serious damage, unacceptable conduct (illegal conduct, nuisances or interferences), injury to the landlord/agent or person near the premises, domestic abuse (on application by a tenant or landlord) or a failure to pay rent.

SACAT may also declare a termination invalid if satisfied a notice of termination by the landlord was a retaliatory termination or if a notice was given on a ground caused by a perpetrator of domestic abuse.

More information

For further details:

- see rights and obligations in the Tenant Information Guide www.cbs.sa.gov.au/tenantinfoguide
- visit www.sa.gov.au/renting or contact Consumer and Business Services on 131 882 or www.cbs.sa.gov.au
- see SACAT's website at www.sacat.sa.gov.au
- forms can be found at sa.gov.au/tenancy/privaterentalforms

Support services

Rent-Right SA Ph: 1800 060 462 (free call) www.syc.net.au/rentrightsa
Community Legal Centres SA Ph: 1300 860 529 Free online legal directory www.clcsa.org.au
Legal Services Commission Ph: 1300 366 424 Free legal advice of a general nature www.lsc.sa.gov.au

The information provided in this fact sheet is of a general nature only and should not be regarded as a substitute for legal advice and/or reference to the appropriate residential tenancy legislation.