

Residential Tenancies Act 1995 (section 105U(8))

Termination of a rooming house agreement

Notice to resident - other than breach of rent

(for use by a rooming house proprietor)

(insert name of resident)

To:

(insert address of rooming house)

of:

I give you notice that your agreement will come to an end for one of the following reasons:

(Tick one or more of the following boxes to indicate the ground/s)

For periodic or fixed rooming house agreements – Section 105U(4)

You, or a person who has entered the rooming house at your invitation, caused **serious damage** to the rooming house, created a **danger to a person or property** in the rooming house, or **seriously interrupted the privacy, peace, comfort or quiet enjoyment** of another resident in the rooming house.

You must vacate the rooming house on or before *(insert date):* / / This date being immediate, or a specified day's notice.

or

For periodic or fixed rooming house agreements – Section 105U(5)

You breached a term of the rooming house agreement in the following manner¹:

(include enough details so that the resident receiving this will know exactly what the breach is, for example the resident has sublet their room without the proprietor's consent)

You must vacate the rooming house on or before *(insert date):* / / This date not being less than 7 clear days² notice.

¹ "following manner" cannot be failure to pay rent. Any breach for rent arrears must be dealt with by serving a "Termination of a rooming house agreement, Notice to resident – rent arrears breach"

² "clear days" does not include the day the resident receives or is expected to receive this notice.

or

For periodic rooming house agreements only – Section 105U(6)

To end your periodic agreement on one of the following grounds:

- You threatened or intimidated (whether physically or psychologically) the proprietor, the proprietor's agent or a contractor or employee of the proprietor or agent.
- You permitted another person to reside at the rooming house without the consent of the proprietor.
- You induced the proprietor to enter into a rooming house agreement by a statement or representation in respect of your identity or place of occupation that you knew to be false, misleading or deceptive, or by knowingly concealing a material fact in respect of your identity or place of occupation.
- If the proprietor is a charitable organisation and it is a term of the rooming house agreement that you meet the eligibility requirements of the organisation to reside at the rooming house – you no longer meet the eligibility requirements of the organisation.
- If the proprietor is an NRAS approved participant and the rooming house is a rental dwelling covered by an allocation under the National Rental Affordability Scheme – you are no longer an eligible tenant under the *National Rental Affordability Scheme Regulations 2020* of the Commonwealth.
- If it is a term of the rooming house agreement that you are a student of an educational institution or an employee of the proprietor – you are no longer a student of the institution or employee of the proprietor (respectively).

You must vacate the rooming house on or before (insert date): This date being not less than 60 days' notice.

Signature of proprietor	Date / /
Address of proprietor	

Service of notice

This notice was served on (insert date): by: (please tick one box)

- personally handing it to the resident
- mailing it to the resident
- placing it in the resident's letterbox
- emailing it to the resident
- other (please specify)

GENERAL INFORMATION FOR RESIDENTS AND PROPRIETORS

1. Section 105U(4) of the Act provides:

If a resident, or a person who has entered the rooming house at the resident's invitation, causes serious damage to the rooming house, creates a danger to a person or property in the rooming house, or seriously interrupts the privacy, peace, comfort or quiet enjoyment of another resident, the proprietor may give the resident a written notice informing the resident that—

- (a) the rooming house agreement is terminated by force of the notice immediately or on a specified day; and
- (b) the resident must vacate the premises immediately or on or before the specified day (as the case requires).

2. Section 105U(5) of the Act provides:

If a resident breaches a term of the rooming house agreement (otherwise than as referred to in a preceding subsection), the proprietor may give the resident a written notice informing the

resident that—

- (a) the rooming house agreement is terminated by force of the notice on a specified day (which must be at least 7 clear days after the day the notice is given); and
- (b) the resident must vacate the premises on or before the specified day.

3. Section 105U(6) of the Act provides:

A proprietor may terminate a rooming house agreement providing for accommodation on a periodic basis on any ground prescribed by the regulations by giving the resident at least 60 days written notice of termination.

4. When the resident vacates the rooming house, they should:

- leave it in a reasonable condition and in a reasonably clean state. If it is not, the proprietor may recover from the bond, or from the resident directly, the costs of cleaning the rooming house, removing any rubbish, and so on;
- ensure that they return any keys or devices that have been provided to them at the beginning of the agreement to the proprietor.

5. If the rooming house agreement is periodic and the resident wishes to leave the rooming house before the date on which the proprietor has indicated the agreement will come to an end, the resident may do so by giving the proprietor one days written notice.

6. The rooming house proprietor should retain a copy of this notice.

For further information contact Consumer and Business Services on 131 882 or sa.gov.au/renting