**NOTICE OF INTENTION TO VACATE**

*Residential Tenancies Act 1997*

**TO:** ……………………………………………………………………………………………………………………………………

*[Insert name/s of landlord/s]*

**TAKE NOTICE** that in relation to the residential tenancy of the premises

situated at: ………………………………………………………………………………………………………………………….

*[Insert address]*

**NOTICE IS GIVEN THAT:**

I/we intend to vacate the premises **–**

**[In the case of ending a periodic tenancy] [delete if not applicable]**

on ………………………………………………………………………, being 3 weeks from the date of this notice. This notice is given under clause 88 of the Standard Residential Tenancy Terms. The periodic tenancy will end on that date.

**[In the case of vacating at the expiry of the fixed term] [delete if not applicable]**

on …………………………………………………………………….., being 3 weeks from the date of this notice and the end of the fixed term of the Residential Tenancy Agreement. This notice is given under clause 89 of the Standard Residential Tenancy Terms.

**[In the case of a breach of the Residential Tenancy Agreement by the landlord that has not been remedied within the 14 days period specified on the notice to remedy][delete if not applicable]**

on ………………………………………………………………………, being 14 days from the date of this notice. This notice is given under clauses 90-91 of the Standard Residential Tenancy Terms. The tenancy will end on that date.

**[In the case where the premises are unfit for habitation][delete if not applicable]**

on …………………………………………………………………………., being 2 days from the date of this notice. This notice is given under clause 86 of the Standard Residential Tenancy Terms. The tenancy will end on that date.

**[In the case where you are able to leave due to a posting clause][delete if not applicable]**

on …………………………………………………………………………., being 8 weeks from the date of this notice. This notice is given under the posting clause of our Residential Tenancy Agreement. The tenancy will end on that date.

**[In the case where you are accepted into a residential aged care facility or social housing][delete if not applicable]**

on …………………………………………………………………………., being 14 days from the date of this notice. This notice is given under section 46A of the *Residential Tenancies Act 1997*. The tenancy will end on that date.

**[In the case where the landlord intends to sell the property][delete if not applicable]**

on …………………………………………………………………………., being 14 days from the date of this notice. This notice is given under section 46B of the *Residential Tenancies Act 1997*. The tenancy will end on that date.

**[In the case where the landlord proposes to raise the rent][delete if not applicable]**

on …………………………………………………………………………., being 3 weeks from the date of this notice. This notice is given under clause 41 of the Standard Residential Tenancy Terms. The tenancy will end on that date.

**[In the case where you are impacted by COVID-19][delete if not applicable]**

on …………………………………………………………………………., being 3 weeks from the date of this notice. This notice is given under section 13 of the *Residential Tenancies (COVID-19 Emergency Response) Declaration 2020 (No 3).* The tenancy will end on that date.

*\*delete whichever is inapplicable*

**THE PARTICULARS** on which this notice is issued are:

*[Insert particulars identifying the circumstances giving rise to the ground/s – you can seek free legal assistance in articulating the particulars by contacting the Tenancy Advice Service on 1300 402 512 or [tas@legalaidact.org.au](mailto:tas@legalaidact.org.au)]*

dated this …………………………………………. day of …………………………………….………………………………..

………………………………………………………………………………………………………………………………………..…….

*[Signature/s of tenant/s]*

*[Insert address/es and email addresses of tenant/s]*

[Template updated: 2 March 2021]