

Notice to leave – Rooming accommodation (Form R12)

Residential Tenancies and Rooming Accommodation Act 2008
(Sections 366, 369–372, 374 and 384)



1 Address of the rental property

Room no.		
		Postcode

2 Notice issued by ☐ Agent ☐ Manager/provider

Full name/trading name	Phone

3 Notice issued to

Full name/s
1.
2.

4 Notice issued (See overleaf for grounds/reasons)

- ☐ without ground
☐ with ground (provide details)

--

5 Notice issued on

Day	Date	Method of issue (e.g. email, post, in person)
	/ /	

6 Resident/s must vacate the property before (Minimum notice periods apply – see overleaf)

Day	Date	Time	
	/ /	<input type="checkbox"/> am <input type="checkbox"/> pm	OR <input type="checkbox"/> Immediately

(Minimum notice periods apply – see overleaf)

If you do not leave by this date, it may be lawful for the agent or manager/provider and anyone helping them to use necessary and reasonable force to remove you and your property from the residence, in the presence of a police officer.

7 Signature of the agent or manager/provider issuing this notice

Print name	Signature	Date
		/ /

Do not send to the RTA—give this form to the resident/s and keep a copy for your records.



Notice to leave – Rooming accommodation (Form R12)

Residential Tenancies and Rooming Accommodation Act 2008
(Sections 366, 369–372, 374 and 384)

This form is given to the resident/s when the agent or manager/provider wants them to leave by a certain date.

The resident can be asked to leave:

- if the agent or manager/provider has issued the resident/s with a *Notice to remedy breach* (Form R11) AND the resident/s has not fixed the problem by the due date (on the Form R11)
- at least 4 days after the notice (for non-payment of rent) or at least 2 days notice for any other breach
- without ground: minimum notice periods depend on whether the agreement is fixed term or periodic

If the resident has lived at the property for less than 28 days, they may be asked to leave immediately for non-payment of rent.

If the resident has caused a serious breach, the agent or manager/provider can ask the resident, in writing, to leave immediately.

If the rental property has been destroyed, or made completely or partly unfit to live in, the agent or manager/provider can end the accommodation agreement immediately—within one month of the event.

Other time periods may apply, such as if the property can no longer be used as a residence.

The resident should talk to the agent or manager/provider if they do not agree with this notice. If agreement cannot be reached, the RTA's dispute resolution service may be able to assist - phone 1300 366 311.

When serving notices by post, the sender must allow time for the mail to arrive when working out notice periods.

Minimum notice periods

Grounds (reasons)	Minimum notice periods
Failure to remedy general breach	2 days
Failure to remedy rent breach—less than 28 days	Immediately
Failure to remedy rent breach—28 days or more	4 days
Serious breach	Immediately
Property destroyed	Immediately
Property acquired compulsorily under a law	2 months
Employment ends or entitlement to occupy under employment ends	1 month
Mortgagee in possession	30 days
Death of a sole resident	7 days (parties can agree on an earlier date)

Without ground	Minimum notice periods
Periodic agreement	30 days
Fixed term agreement <i>A resident must be given at least 14 days notice, unless they have breached the agreement. The tenancy only ends on the end date of the agreement or the end date of the notice period (whichever is later). Both parties can agree to end a fixed term agreement early but this must be agreed in writing.</i>	14 days