

Breach of duty reasons

Residential rental agreements

'Duty Provisions' under [s208](#) of the Residential Tenancies Act 1997 (Vic) (RTA) are specific duties renters must meet. Where there is a breach of these provisions, the other party may issue a Breach of Duty Notice which serves as a formal warning and if the issue is not rectified it can enable either party to apply to the Victorian Civil & Administrative Tribunal (VCAT) to obtain a compliance order, compensation order, or both.

Where successive breaches have occurred, on the third occasion a rental provider may issue a Notice to Vacate under [s91ZP](#).

A breach of duty notice must be in writing and specify:

- Which duty was breached;
- The loss or damage caused by the breach;
- The required time for the breach to be remedied or to compensate for the loss or damage;
- That a similar breach must not happen again;
- That if the notice is not complied with, an application can be made to VCAT for a compliance or compensation order.

A [Notice of breach of duty to renter/s of rented premises](#) is available for download from the Consumer Affairs Victoria (CAV) website.

Rental providers can only issue a breach for certain reasons. Below provides a summary of the reasons and the required timeframes to remedy the breach.

RTA section	Reason	Timeframe to remedy the breach
s60(1)	Nuisance You have used the premises or permitted their use in a way that caused a nuisance.	7 days

<u>s60(2)</u>	Interference with peace You have used, or permitted others to use, the premises or common areas in a way that caused interference with the reasonable peace, comfort or privacy of neighbours.	7 days
<u>s61(1)(a)</u>	Damaged premises You or your visitor have intentionally or negligently caused damage to the premises. <i>Note: This does not include fair wear and tear.</i>	14 days
<u>s61(1)(b)</u>	Damaged common areas You or your visitor have intentionally or negligently caused damage to the common areas.	14 days
<u>s63</u>	Unclean premises You have not kept the premises reasonably clean.	14 days
<u>s63A(1)</u>	Safety device You have removed, deactivated or interfered with a safety device, which was not reasonable in the circumstances to do. <i>Note: The prescribed safety devices are listed at r 25 of the Residential Tenancies Regulations 2021, and include smoke alarms, pool barriers, fire equipment and emergency lighting.</i>	14 days
<u>s63A(2) and (3)</u>	Safety device You have not undertaken the safety-related activities required in your rental agreement, and/or you have not used a suitably qualified person	14 days



	Note: This obligation will only apply if the 'safety-related activities' clause under s 27C is in the terms of the rental agreement you signed after 29 March 2021.	
<u>s64(1A)(a)</u>	Fixtures without consent You have installed fixtures on the premises without my written consent.	14 days
<u>s64(1A)(b)</u>	Alterations without consent You have made alterations, renovations or additions to the premises that are not prescribed modifications under the Act without my written consent. <i>The alterations that do not require consent are listed at r 26 of the Residential Tenancies Regulations 2021, and include picture hooks on some wall surfaces, LED light globes, blinds, doorbells, child safety locks, etc with some restrictions. You can access the list here: Renters making changes to the property - Consumer Affairs Victoria.</i>	14 days
<u>s64(2)</u>	Failure to restore premises You installed fixtures on or renovated, altered or added to the rented premises (whether or not with my written consent) but you have not restored the premises to the condition they were in immediately before the installation, renovation or addition to the premises (fair wear and tear excepted), or instead paid compensation to me equal to the reasonable cost of restoring the premises to that condition. Note: This obligation is limited to the removal of those installations, fixtures, etc.	14 days
<u>s70(2)</u>	Failure to supply key You have not provided me with a key to an external door or window since you changed the locks.	14 days



	Please note – the required time within which the renter must comply is 14 days after this notice is received. You must circle the 14 day row in section 4 above for this notice to be valid.	
--	--	--

Further Assistance

Should you have any questions or comments in relation to the information in this resource please email leadingpractice@chiavic.com.au.

This resource will be periodically reviewed and continually updated based on sector feedback.

