

Notice to vacate reasons

Rooming house agreements

A notice to vacate (NTV) must be in the prescribed form as detailed in [Regulation 52, Schedule 1 Form 11](#) for rooming houses. A [Notice to vacate to resident/s of a rooming house](#) is available for download from the Consumer Affairs Victoria (CAV) website.

Under [s142ZT](#) of the Residential Tenancies Act 1997 (Vic) (RTA), a NTV is not valid unless it is:

- Addressed to the resident (minor spelling mistakes have been found to invalidate the NTV);
- Signed by the rooming house operator;
- Specifies the reason/s for giving the notice;
- Provided in accordance with the required notice period;
- Specifies a termination date.

Notices issued under certain provisions must also be accompanied by documentary evidence. If a NTV requires specific evidence that is not provided, the notice will be invalid.

Rooming house operators can only give notice for certain reasons. Below provides a summary of the reasons, minimum notice periods, and documentary evidence requirements.

RTA section	Reason	Minimum notice period
s142ZA	End of fixed term rooming house agreement We have a fixed term rooming house agreement which ends on or before the termination date outlined below. This fixed term rooming house agreement is not being renewed. You must vacate the premises on or before that date.	28 days

	Note: This notice cannot be used to shorten the length of your fixed term agreement.	
<u>s142ZB</u>	Damage You or your visitor have act or omission intentionally or recklessly caused or allowed serious damage to the rooming house or a common area.	Immediately
<u>s142ZC</u>	Danger You or your visitor have caused by act or omission danger to: • another resident in the rooming house • an occupier of a neighbouring property • me/my manager/my manager's contractor/my manager's employee. Note: This notice may not be given if a notice to leave under <u>s368</u> has been given in respect of the same act or omission.	Immediately
<u>s142ZD</u>	Threats and intimidation You or your visitor have seriously threatened or intimidated me, my manager, my contractor or my employee.	14 days
<u>s142ZE</u>	Disruption of peace You or your visitor have seriously disrupted the quiet and peaceful enjoyment of the rooming house by other residents.	Immediately
<u>s142ZF</u>	Non-payment of rent You owe at least 7 days rent. Rent is \$..... per week Money on account is	2 days



	Date rent paid to Amount you owe	
<u>s142ZG</u>	Failure to comply with a VCAT order You have failed to comply with a compliance order of the VCAT under s212 of the Act.	2 days
<u>s142ZH</u>	Successive breaches of your duty You have breached a duty owed under a duty provision within Part 5 of the Act. This is a duty that you have previously breached two or more times, and you have been given a breach of duty notice for each breach.	2 days
<u>s142ZI</u>	Use for illegal purposes You have used the room, or permitted its use, for an illegal purpose.	2 days
<u>s142ZJ(1)</u>	Premises to be sold The rooming house is to be sold or offered for sale with vacant possession immediately after the termination date. Note: This notice cannot be used to shorten the length of your fixed term agreement. Documentary evidence is required to support this notice One of the following: • Contract of sale, signed by the vendor and purchaser and dated; or • Contract of engagement/authority to sell with a licensed estate agent; or • Preparation of a contract of sale prepared by a conveyancer or an Australian legal practitioner.	60 days



<u>s142ZJ(2)</u>	285(1B) Premises to be sold (conditional contract) The last of the conditions of a conditional contract for the sale of the premises was satisfied on: Date Note: This notice must be given within 14 days after the last condition is satisfied. Note: This notice cannot be used to shorten the length of your fixed term agreement. Documentary evidence is required to support this notice One of the following: • Contract of sale, signed by the vendor and purchaser and dated; or • Contract of engagement/authority to sell with a licensed estate agent; or • Preparation of a contract of sale prepared by a conveyancer or an Australian legal practitioner.	60 days
<u>s142ZJ(3)</u>	Premises to be sold (unconditional contract) An unconditional contract for the sale of the premises was entered into on: Date Note: This notice must be given within 14 days after an unconditional contract of sale is entered into. Note: This notice cannot be used to shorten the length of your fixed term agreement. Date Documentary evidence is required to support this notice One of the following: • Contract of sale, signed by the vendor and purchaser and dated; or	60 days



	- Contract of engagement/authority to sell with a licensed estate agent; or - Preparation of a contract of sale prepared by a conveyancer or an Australian legal practitioner.	
<u>s142ZP</u>	Notice by mortgagee I am the mortgagee, entitled to possession of, or to exercise a power of sale in respect of, the rooming house. Note: Notice under this section must expire before the mortgagee can apply to VCAT for a possession order.	60 days
<u>s142ZK</u>	Repairs or demolition The rooming house is to be repaired, renovated, reconstructed, or demolished immediately after the termination date and this cannot be done while you are living there. I have all the necessary permits and consents and the work cannot be carried out unless you vacate. Note: If the proposed repairs will only affect some rooms in a rooming house, the operator must not give a notice to vacate unless the resident has been offered an equivalent room in the rooming house and it has been refused. Note: This notice cannot be used to shorten the length of your fixed term agreement. Documentary evidence is required to support this notice Both of the following: - Planning permit for demolition; and - Contract with a suitably qualified Builder-demolisher, stating the date that demolition will occur.	60 days



<u>s142ZN</u>	Transitional housing – refusal of alternative accommodation You are in transitional housing and you are required to seek alternative housing according to the requirements of the Director of Housing, published on: Date You have unreasonably refused to seek alternative housing or refused a reasonable offer of alternative accommodation. This provision is not applicable <i>For this section to be used, Homes Victoria must publish the criteria in the Government Gazette for renters of transitional housing to seek alternative accommodation. These criteria have not been published therefore <u>a notice cannot be served</u> under this section.</i>	30 days
<u>s142ZO</u>	End of building lease I am the owner of the building, and it is no longer being operated as a rooming house. Note: There are several conditions which must be met in relation to this notice to vacate. Please refer to the Consumer Affairs Victoria website.	45 days or end of building lease
<u>s142ZQ</u>	Tribunal order I am giving you notice to vacate because the VCAT has made an order requiring me to serve the notice. Reason for VCAT order Number of days you have to vacate..... (Please insert the number of days that the VCAT order indicates as the minimum notice period.)	As indicated on VCAT order
<u>s142ZR</u>	No licence to operate I am giving you notice to vacate because I have no licence to operate a rooming house.	120 days



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.

