

Notice to vacate reasons

Residential rental agreements

A notice to vacate (NTV) must be in the prescribed form as detailed in [Regulation 37](#), Schedule 1 [Form 6](#) for general tenancies. A [Notice to vacate to renter of rented premises](#) is available for download from the Consumer Affairs Victoria (CAV) website.

Under [s91ZZO](#) of the Residential Tenancies Act 1997 (Vic) (RTA), a NTV is not valid unless it is:

- Addressed to the renter (minor spelling mistakes have been found to invalidate the NTV);
- Signed by the rental provider;
- 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.

Rental providers 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
s91ZZD	End of fixed term tenancy of less than 6 months We have a fixed term rental agreement which ends on or before the termination date. I have decided not to extend this agreement and am giving you notice to vacate the premises.	60 days before the end of the initial fixed term agreement

	Note: A notice to vacate for this reason: • can only be used before the end of the initial fixed term of the rental agreement, and • must not be used in response to a renter exercising their rights under the Act.	
<u>s91ZZD</u>	End of fixed term tenancy of 6 months or more up to and including 5 years We have a fixed term rental agreement which ends on or before the termination date. I have decided not to extend this agreement and am giving you notice to vacate the premises. Note: A notice to vacate for this reason: • can only be used before the end of the initial fixed term of the rental agreement, and • must not be used in response to a renter exercising their rights under the Act.	90 days before the end of the initial fixed term agreement
<u>s91ZZDA</u>	End of fixed term tenancy of more than 5 years We have a fixed term rental agreement which ends on or before the termination date. I have decided not to extend this agreement and am giving you notice to vacate the premises. Note: A notice to vacate for this reason: • can only be used before the end of the initial fixed term of the rental agreement (including any agreed extension to the initial fixed term), and • must not be used in response to a renter exercising their rights under the Act.	90 days before the end of the initial fixed term agreement
<u>s91ZW</u>	Rental provider resuming principal place of residence I intend to resume occupancy of the premises as my principal place of residence. As stated in the rental agreement under 'List of additional terms', the premises were my principal place of residence prior to your occupation.	14 days



	Note: This notice can only be used when the conditions in s91ZW are met. This means that the rental provider must have lived in the premises immediately prior to the agreement being signed or has only entered into one previous agreement. Documentary evidence is required to support this notice Both of the following: - the rental agreement (section 91ZW requires that this must be stated in the rental agreement); and - a witnessed <u>Statutory Declaration</u> signed by the rental provider, confirming the date they intend to resume occupancy.	
s91ZX	Repairs or renovations I intend to repair, renovate or reconstruct the premises immediately after you vacate. This work cannot be done while you are living there. I have all the necessary permits and consents. 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: - Photographic proof that repairs are required; and - Contract with, or quotation from, a suitably qualified tradesperson for carrying out planned repairs, stating: - the nature of the repairs required, - the reasons why the premises need to be vacated by the renter in order to carry out the repairs, and - an estimate of the length of time it will take to complete the repairs.	60 days



	Or the following: • Building permit for repairs or renovation.	
<u>s91ZY</u>	Demolition I intend to demolish the premises immediately after you vacate. This work cannot be done while you are living there. I have all the necessary permits and consents for the demolition. Note: This notice cannot be used to shorten the length of your fixed term agreement. <i>The rental provider must not re-let the premises to a person for use primarily as a residence before the end of 6 months after the date on which notice was given, unless approved by VCAT.</i> Documentary evidence is required to support this notice Both of the following: • Building permit for demolition; and • Contract with a suitably qualified Builder-demolisher, stating the date that demolition will occur.	60 days
<u>s91ZZ</u>	Change of use I intend to use the premises for the purposes of a business or some other purpose. Note: This notice cannot be used to shorten the length of your fixed term agreement. Documentary evidence is required to support this notice The following:	60 days



	- A witnessed <u>Statutory Declaration</u> of intention to use the premises for business purposes, including details of the particular business and stating that the premises will not be re-let as a residence before the end of 6 months after the date the notice was given. And one or more of the following: - the ABN of the business; or - Business registration or license; or - Council planning permit.	
<u>s91ZZA</u>	Occupation by rental provider or family I intend for (myself/ my partner/ son/ daughter/ parent/ partner's parent/ a person who normally lives with and is wholly and substantially dependent on me) to move in immediately after the termination date provided at section 4. This provision is not applicable to community housing	60 days
<u>s91ZZB</u>	Premises to be sold The premises are to be sold or offered for sale with vacant possession, or I have entered into a contract of sale for the premises. Under the Act I am required to provide you with this notice within 14 days of the contract being entered into, or the last of the conditions of the sale being finalised (if it is a conditional contract). Note: This notice cannot be used to shorten the length of your fixed term agreement. <i>The rental provider must not re-let the premises to a person for use primarily as a residence before the end of 6 months after the date on which notice was given, unless approved by VCAT.</i>	60 days



	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.	
<u>s91ZZC</u>	Required for public purposes The premises which you are occupying are the property of a public statutory authority and they are required for public purposes 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: • Provision of acquisition details (public information); or • Compulsory letter of acquisition from the government.	60 days
<u>s91ZZK</u>	Mortgagee's possession I am the mortgagee of the rented premises and I am entitled to possession of the rented premises and intend to exercise a power of sale.	60 days
<u>s91ZI</u>	Damage to the premises You or your visitor have (by act or omission) intentionally or recklessly caused serious damage to the premises, including any safety equipment, or to any common areas.	Immediate



<u>s91ZJ</u>	Danger to others You or your visitor have endangered the safety of neighbours, myself, my agent, my contractor or my employee.	Immediate
<u>s91ZK</u>	Threats and intimidation You or another person occupying the premises has seriously threatened or intimidated me, my agent, my contractor or my employee.	14 days
<u>s91ZL</u>	Condition of premises The premises are unfit for human habitation, destroyed totally, or destroyed to the extent that they are unsafe.	Immediate
<u>s91ZM</u>	Non-payment of rent You now owe at least 14 days rent. The amount owing is: [insert amount owing] At the date of this notice your rent is paid up to: [insert date] This is notice number If this is notice 1, 2, 3 or 4 and you pay your rent before the termination, then this notice will have no effect. If this is notice number 5 or you do not pay your rent then you must vacate on or before the termination date or your rental provider may apply to VCAT to evict you.	14 days
<u>s91ZN</u>	Unpaid bond You have not paid the bond required under the rental agreement.	14 days
<u>s91ZO</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.	14 days



<u>s91ZP</u>	Successive breaches of your duty as a renter 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.	14 days
<u>s91ZQ</u>	Use for illegal purposes You have used the premises, or permitted their use, for an illegal purpose.	14 days
<u>s91ZI</u>	Child residing on premises You have allowed a child under 16 years to live on the premises contrary to the rental agreement. As stated in the rental agreement under 'List of additional terms', the premises are not to be occupied by a child under 16 years.	14 days
<u>s91ZV</u>	Assignment or subletting without consent You have assigned or sublet part or all the premises without my permission (or purported to do so).	14 days
<u>s91ZZG</u>	Pet kept on premises You are keeping a pet on the premises without consent. VCAT made an order excluding the pet from the premises on 14 or more days have passed since that order was in effect and you have not complied with that order.	28 days
<u>S91ZZEA</u>	Renter no longer meets eligibility for National Rental Affordability Scheme You are in rented premises under the National Rental Affordability Scheme (NRAS) however you no longer meet the eligibility criteria for NRAS.	90 days



<u>s91ZZEB</u>	Renter no longer meets eligibility for Victorian Affordable Housing Programs You are in rented premises provided under the Victorian Affordable Housing Programs (VAHP) however you no longer meet the eligibility criteria for VAHP.	90 days
<u>s91ZR</u>	Drug related conduct in public housing You have used the premises (or common area) to engage in drug related activity. <i>This provision is not applicable to community housing</i> <i>This reason relates to public housing and cannot be used by community housing organisations.</i>	14 days
<u>s91ZS</u>	Prescribed indictable offences in public housing You have committed a prescribed indictable offence on the rented premises (or common area). <i>This provision is not applicable to community housing</i> <i>This reason relates to public housing and cannot be used by community housing organisations.</i>	14 days
<u>s91ZU</u>	False statement to housing authority You knowingly gave false or misleading information relating to eligibility to rent the premises from a public statutory authority. <i>This provision is not applicable to community housing</i> <i>This reason relates to public housing and cannot be used by community housing organisations.</i>	14 days
<u>s91ZZE</u>	Transitional housing refuses 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 You have unreasonably refused to seek alternative housing or refused a reasonable offer of alternative accommodation.	30 days



	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>	
<u>s91ZZE</u>	Renter no longer meets eligibility for public housing You are in public housing however you no longer meet the eligibility criteria for public housing. This provision is not applicable to community housing <i>This reason relates to public housing and cannot be used by community housing organisations.</i>	90 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.

