

Ending a Tenancy

How does a tenancy end?

There are a number of ways a tenancy can end. Sometimes *you* will end the agreement and sometimes *Ray White Gladstone* will end the agreement. However, the tenancy must be ended legally, that is, in one of the ways set out in the 'standard terms' in your tenancy agreement. It is important to understand your rights and responsibilities at the end of the tenancy.

How do I give notice to vacate?

Should you wish to vacate the premises you are currently renting, you must notify us of your intention to leave in writing. To do this you must complete a **Notice of Intention to Leave (Form 13)** (*click here to download*) and return to our office via email, fax or in person.

Cleaning List - Moving Out Brochure

Ending a tenancy checklist

When you're preparing to move out, you will need to:

- Continue to pay rent until the date shown on the **Notice to Leave (Form 12)** or the **Notice of Intention to Leave (Form 13)** (handover day) – if you leave in the middle of a rent period, you may have to make a final rent payment covering the days until the handover date on the form
- Organise moving all your things out
- Clean the premises (the premises should be in the same condition as when you moved in) – *click here for cleaning list*
- Arrange a time to return all the keys you were provided with at the start of the tenancy
- Make sure you give your forwarding address to Ray White Gladstone for your **Refund of Rental Bond (Form 4)**
- Arrange to cancel any services you have connected to the premises (for example electricity, gas, telephone etc)
- Ray White Gladstone will produce the **Refund of Rental Bond (Form 4)**
- Cancel your Ray White Advantage Card by calling 1300 302 200

What if I need to break my fixed term agreement (leave early)?

If you decide to leave during a fixed term agreement, you should contact Ray White Gladstone immediately to discuss the matter. You must also give our office a **Notice of Intention to Leave (Form 13)** and **Agreement to Terminate Fixed Term Tenancy (click here)**.

If you give Ray White Gladstone a **Notice of Intention to Leave (Form 13)** during a fixed term agreement, you are still legally responsible for the tenancy. Costs Involved include:

- Rent until the end date on your fixed term agreement or the day up until a new tenancy begins at the premises (whichever occurs first)
- Advertising on the Internet and window card \$55.00 inc GST
- Costs incurred by the Lessor – such as the letting fee which is one weeks rent + GST

What is the correct amount of notice at the end of the tenancy?

Reason for ending the agreement	Notice required
At the end of a fixed term agreement – ‘without grounds’ (no reason)	14 days – the notice period can’t end before the date when the tenancy agreement ends
Any time during a periodic agreement – ‘without grounds’ (no reason)	14 days - however Ray White Gladstone must give you 2 months notice
You have not complied with a Notice to Remedy Breach (Form 11)	You must give at least 7 days notice but there may be costs involved
You have breached the agreement in the same way twice in a 2 year period, a Notice to Remedy Breach (Form 11) was issued each time, and the breach was remedied in the remedy period	An application can be made directly to the Tribunal for a termination order to end the agreement
There has been a Tribunal order	The notice will be determined by order of the Tribunal
Non-livability (for example, the premises have been destroyed)	You can leave on the same day you give notice to leave for non-livability (this must be within 1 month of the event). You must leave on the same day Ray White Gladstone give you notice to leave due to non-livability. If you don’t leave after being given a Notice to Leave (Form 12) Ray White Gladstone can apply directly to the Tribunal.
For some other reason covered by law (such as excessive personal or financial hardship)	In certain circumstances, you or Ray White Gladstone can apply directly to the Tribunal for a termination order to end the agreement
The lessor has entered into a contract to sell the premises and the contract states the purchaser requires vacant possession of the premises and you are on a periodic agreement	Ray White Gladstone is required to give you at least 4 weeks notice
At any time if both Ray White Gladstone and tenant agree in writing	Anytime as agreed to by both parties

(Rental Fact Sheet 1) – www.raywhitegladstone.com.au