

# Notice to leave – Rooming accommodation (Form R12)

Residential Tenancies and Rooming Accommodation Act 2008  
(Sections 366, 369–372, 374, 384 and 387A)



## 1 Address of the rental property

Room no.		
		Postcode

## 2 Notice issued by ☐ Manager/provider ☐ Agent

Full name/trading name	Phone

## 3 Notice issued to

Full name/s
1.
2.
3.

## 4 Notice issued for:

- |   |   |
|---|---|
| <input type="checkbox"/> End of fixed term agreement        | <input type="checkbox"/> Planned demolition or redevelopment            |
| <input type="checkbox"/> Unremedied breach – rent arrears   | <input type="checkbox"/> Change of use of property                      |
| <input type="checkbox"/> Unremedied breach – general        | <input type="checkbox"/> Ending of entitlement to student accommodation |
| <input type="checkbox"/> Non-liveability                    | <input type="checkbox"/> Ending of entitlement under employment         |
| <input type="checkbox"/> Compulsory acquisition             | <input type="checkbox"/> Death of a sole resident                       |
| <input type="checkbox"/> Sale contract                      | <input type="checkbox"/> Serious breach                                 |
| <input type="checkbox"/> Significant repairs or renovations |   |

## 5 Notice issued on

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

## 6 Resident/s must vacate the property by midnight on

Day	Date

(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.



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The manager/provider or agent gives this notice to the resident/s when they want them to vacate the property by a certain date.

Information about residents' rights and obligations are included in the rooming accommodation agreement.

There may be one of several reasons (grounds) for giving the notice. If the resident/s dispute the reason given, they should try to resolve the matter with the agent or manager/provider first. If agreement cannot be reached, the RTA's dispute resolution service may be able to assist – visit [rta.qld.gov.au](http://rta.qld.gov.au) or phone 1300 366 311.



Other languages: You can access a free interpreter service by calling the RTA on 1300 366 311 (Monday to Friday, 8:30am to 5:00pm).

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

The manager/provider or agent may also apply directly to Queensland Civil and Administrative Tribunal (QCAT) for a termination order in certain circumstances.

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

## Minimum notice periods

**Note:** When you calculate dates for notices, where the notice period is in days, weeks or months, you must not count the day the notice is given. If the time period allowed under the legislation for a party to do anything ends on a weekend or public holiday, then the end of the time period will be on the next business day.

Grounds (reasons)	Rooming accommodation
End of fixed term agreement	14 days
Unremedied breach – rent arrears – resident less than 28 days	Immediately
Unremedied breach – rent arrears – resident 28 days or more	4 days
Unremedied breach – general	2 days
Compulsory acquisition	2 months
Sale contract*	1 month
Significant repairs or renovations*	1 month
Planned demolition or redevelopment*	2 months
Change of use of property*	1 month
Employment termination or entitlement to occupy for employment ends	1 month
Ending of student entitlement	1 month
Mortgagee in possession	30 days
Serious breach	Immediately
Non-liveability (property destroyed or made completely or partly unfit to live in)	Immediately (notice must be given within 1 month of the event)
Death of a sole resident (parties can agree on an earlier date in writing)	7 days

\* This reason cannot be used to end a fixed term tenancy agreement early. The tenancy only finishes 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 it must be agreed in writing.

## Grounds for which this notice may not be used

Repeated breaches by resident	By QCAT order
Excessive hardship	By QCAT order