

# Notice to leave (Form 12)

Residential Tenancies and Rooming Accommodation Act 2008 (Sections 277, 281–291, 317, 326 and 330)

COVID-19 Emergency Response Act 2020 (Section 24)

Residential Tenancies and Rooming Accommodation (COVID-19 Emergency Response) Regulation 2020 (Sections 9, 35–38, 40)

The Queensland Government has established:

- a six-month suspension on evictions for rent arrears resulting from excessive hardship caused by the COVID-19 emergency.
- fixed term agreements must be extended until at least 30 September 2020 for tenants experiencing excessive hardship. A shorter or longer term can also be negotiated between parties.

## 1 Address of the rental property

	Postcode

## 2 Notice issued by Agent Lessor

Full name/trading name

Phone

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## 3 Notice issued to

Full name/s

1.
2.
3.

## 4 Notice issued (See overleaf for new and amended grounds for the COVID-19 emergency period)

IMPORTANT: During the COVID-19 emergency period until 31 December 2020, a notice to leave cannot be issued:

- without grounds if the tenant is suffering or has suffered excessive hardship caused by the COVID-19 emergency and can show cause.
- with grounds of rent arrears due to excessive hardship caused by COVID-19 emergency.

without grounds

with grounds (provide details)

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NOTE: Evidence must be provided to support the issuing of a Notice to leave for the following grounds during the COVID-19 emergency period:

- sale of the property
- preparing the property for sale.

The Residential Tenancies Authority (RTA) can enforce a maximum of 50 penalty units for misuse of the following grounds:

- owner or immediate family member to occupy
- sale of the property
- preparing the property for sale.

## 5 Notice issued on

Day

Date

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

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

Day

Date

(Minimum notice periods apply – see overleaf)

## 7 Signature of the lessor or agent issuing this notice

Print name

Signature

Date

Do not send to the RTA—give this form to the tenant/s and keep a copy for your records.

Note: this form can only be used until 31 December 2020 as stated in section 3 of the Residential Tenancies and Rooming Accommodation (COVID-19 Emergency Response) Regulation 2020.



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The lessor/agent gives this notice to the tenant/s when they want them to vacate the property by a certain date.

Information about tenants' rights and obligations are included in the tenancy agreement.

There may be one of several reasons (grounds) for giving the notice. If the tenant/s dispute the reason given, they should try to resolve the matter with the lessor/agent 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.

All existing grounds remain applicable unless the residency is impacted by the COVID-19 emergency. During the COVID-19 emergency period (until 31 December 2020), lessor/agents can end a tenancy if:

- they require the property to be vacant to prepare the property for sale
- they have entered into a contract for sale of the property with vacant possession
- the owner or a member of their immediate family needs to move in
- the tenant has seriously breached the tenancy agreement for something other than COVID-19 related rent arrears.

If the tenant/s do not leave the property by the date nominated in item 6, the lessor/agent may apply directly to the Queensland Civil and Administrative Tribunal (QCAT) for a termination order without further notice to the tenant. However, this is not applicable for Notices to leave issued for rent arrears accrued as a result of excessive hardship because of COVID-19 emergency until 31 December 2020.

If QCAT makes a termination order, it must also make an order for possession of the property in the lessor's favour.

Tenants cannot be evicted without an order for possession of the property.

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

**Refer to the minimum notice periods for new, amended and existing grounds on the following page.**

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## Minimum notice periods

See list of new and amended grounds for the COVID-19 emergency period below.

See other existing grounds at <http://www.rta.qld.gov.au/ending-tenancy-notice>.

### General tenancies

Grounds	Minimum notice	Existing or new ground
Unremedied breach – rent arrears	7 days	Existing <i>Note: will not apply during the COVID-19 emergency if the tenant can demonstrate the rent arrears accrued are a result of excessive hardship caused by the COVID-19 emergency.</i>
Unremedied breach – general breach	14 days	Existing
Without grounds	2 months	Existing <i>Note: tenancy ends on the end date of the agreement or after notice expires (whichever is later). This ground will not apply during the COVID-19 emergency if the tenant is suffering excessive hardship caused by the COVID-19 emergency.</i>
The owner or their immediate family needs to move into the rental property	2 months	New <i>Note: tenancy ends on the end date of the agreement or after notice expires (whichever is later)</i>
The rental property has been sold and vacant possession is required. OR the lessor requires vacant possession in preparing the property to sell (may occur during a fixed term agreement)	2 months	New <i>Note: a fixed term agreement can be ended before the agreement end date and the tenancy ends after the 2 months notice expires.</i>

### Moveable dwellings

Grounds	Minimum notice	Existing or new ground
Unremedied breach – rent arrears	2 days	Existing <i>Note: will not apply during the COVID-19 emergency if the tenant can demonstrate the rent arrears accrued are a result of excessive hardship caused by the COVID-19 emergency.</i>
Unremedied breach – general breach	2 days	Existing
Without grounds	2 months	Existing <i>Note: tenancy ends on the end date of the agreement or after notice expires (whichever is later). This ground will not apply during the COVID-19 emergency if the tenant is suffering excessive hardship caused by the COVID-19 emergency.</i>
The owner or their immediate family needs to move into the rental property	2 months	New <i>Note: tenancy ends on the end date of the agreement or after notice expires (whichever is later)</i>
The rental property has been sold and vacant possession is required. OR the lessor requires vacant possession in preparing the property to sell (may occur during a fixed term agreement)	2 months	New <i>Note: a fixed term agreement can be ended before the agreement end date and the tenancy ends after the 2 months notice expires.</i>