

## Fact sheet

### Ending a tenancy agreement

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Tenancy agreements can only be ended in accordance with the *Residential Tenancies and Rooming Accommodation Act 2008* (the Act). There are processes that must be followed to correctly end an agreement, including using the approved form and allowing the right amount of time for the notice period.

Some ways a tenancy agreement can be ended:

- the lessor/agent and tenant both agree, in writing, for the agreement to end
- the lessor/agent gives the tenant a *Notice to leave* (Form 12) or *Abandonment termination notice* (Form 15) to the tenant
- the tenant gives the lessor/agent a *Notice of intention to leave* (Form 13)
- the tenant is given a *Notice to vacate from mortgagee to tenant/s* (Form 19) from a mortgagee (e.g. a bank) who is entitled to take possession of the premises
- the sole tenant has died and the tenancy must be ended, or
- the Tribunal makes an order.

Even fixed term agreements must be formally ended by giving a written notice, otherwise they continue as a periodic agreement.

For more information about correct notice periods, refer to the *Allowing time when serving notices* fact sheet. There is one for general tenancies (houses and units) and one for moveable dwellings.

#### Reasons for ending an agreement

Agreements can be ended for one of the following reasons:

- Without grounds (no reason given)
  - Either party can end an agreement (a fixed term or a periodic), without giving a reason. However, a fixed term agreement cannot be ended before the agreement's end date, unless both parties agree.
  - The lessor/agent must give the tenant two months notice. The tenant must give the lessor/agent two weeks notice.
- Non-liveability
  - Either party can end the agreement if the premises are partly or wholly destroyed or if they can no longer be used legally as a dwelling. This does not apply if the non-liveability is caused by one of the parties breaking the agreement e.g. by causing extensive damage.
  - The notice must be given within one month of the premises becoming non-liveable and the agreement ends on the day the notice is given.
- Employment, or entitlement to occupy under employment, ended
  - The lessor/agent may end a tenancy that arises under the tenant's terms of employment, subject to any relevant industrial award or agreement.
  - The lessor/agent must give four weeks notice.
- Abandoned premises
  - The lessor/agent can either give a notice to the tenant or apply to the Tribunal to end the agreement if they believe, on reasonable grounds, the premises have been abandoned.
  - The lessor/agent must give seven days notice or the Tribunal can determine the end date.

- Sale of premises
  - The lessor/agent can end a periodic agreement if the lessor has entered into a contract to sell the premises with vacant possession. However, they can not end a fixed term agreement before the end date, unless the tenant agrees.
  - The tenant can end the agreement if the premises are for sale within the first two months of the tenancy starting and they had not been informed in writing at the time they signed the agreement. The tenant has until two weeks after the first two months of the tenancy to advise they want to leave.
- Breach of agreement
  - Either party can end the agreement if the other party does not remedy a breach after the *Notice to remedy breach* (Form 11) process has been followed.
  - The lessor/agent must give seven days notice to leave for rent arrears, or 14 days notice to leave for general breaches. The tenant must give seven days notice of their intention to leave.
- Mortgagees in possession
  - A mortgagee, such as a bank or financial institution that is entitled to take possession of the premises, can give the tenant at least two months notice and end a periodic or fixed term agreement if it has not agreed to the tenancy. If it has agreed, it can end a periodic agreement with two months notice, but can not end a fixed term agreement earlier than the end date unless the tenant agrees.
- Death of a sole tenant
  - If a sole tenant dies, the tenant's personal representative or relative can negotiate with the lessor/agent to end the tenancy. The date the agreement ends depends on the action taken. If a written notice is used, the tenancy ends two weeks after the notice is received. If the parties agree on another end date, the tenancy will end on that date. If no notice is given or no agreement made, the tenancy ends one month after the tenant's death. The Tribunal can determine the end date if required.

### Terminations by Tribunal

The lessor, agent or tenant can apply straight to the Tribunal for a decision about when a tenancy agreement should end, but only for certain reasons, and only after correct processes have been followed. These are called urgent applications and reasons include:

- failure to leave – if the tenant hasn't left the property by the due date on the notice
- hardship – if either party believes they would suffer excessive hardship
- damage or injury – if the tenant has damaged the premises or injured people
- objectionable behaviour – if the tenant uses verbal abuse, harassment or causes a serious nuisance, and
- repeated breaches – for repeating a serious breach more than twice in a one year period, even though the breach was fixed each time.

### Retaliatory terminations prohibited

The lessor/agent must not end an agreement by giving the tenant a *Notice to leave* (Form 12) without grounds because the tenant has exercised their lawful rights. In this case, the tenant may apply to the Tribunal within four weeks of receiving the notice.

### Disputes about ending agreements

The RTA encourages self-resolution of disputes about ending agreements that are not classified as urgent applications. Parties should attempt to resolve the dispute themselves by talking to each other and finding out about their rights and responsibilities. If they can not reach an agreement, the parties may get assistance by lodging a *Dispute resolution request* (Form 16) with the RTA's dispute resolution service. If no agreement is reached, the RTA will issue a *Notice of unresolved dispute*. At this point, either party can apply to the Tribunal for a decision.

## Compensation

A person may apply to the Tribunal for compensation to cover damage or loss caused by the other party breaching the terms of the agreement. Persons seeking compensation must try to avoid or minimise their own loss. Applications to the Tribunal must be made within six months of becoming aware of the breach occurring. This is not an urgent application, so parties must go through the RTA's dispute resolution service before applying to the Tribunal.

## Further information

For more information contact the Residential Tenancies Authority on 1300 366 311.

## Accessing RTA forms

The RTA's forms can be obtained electronically or in person by:

- [rta.qld.gov.au](http://rta.qld.gov.au)
- 1300 366 311
- Level 23, 179 Turbot St Brisbane



If you need interpreting assistance to help you understand this information, contact TIS on 13 14 50 (for the cost of a local call) and ask to speak to the Residential Tenancies Authority (RTA).

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### Disclaimer

*This fact sheet is prepared for information only. The Residential Tenancies and Rooming Accommodation Act 2008 is the primary source on the law and takes precedence over this information should there be any inconsistency between the Act and this fact sheet.*