your step-by-step guide to notices to vacate

TENANTS UNION of Victoria Ltd

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START HERE

Has your landlord given you Notice to Vacate?

YES

Do you want to move out of the property?

YES

You may only have to give 14 days' Notice of Intention to Vacate, depending on the type of notice you were given. Note: if you are on a fixed-term lease, your landlord's notice to you and your Notice of Intention to Vacate cannot come into effect before the end of your fixed term.

NO

You do not necessarily have to move out. If the notice is not valid you may be able to challenge it (contact the Tenants Union for advice). A Notice to Vacate may be invalid if:

> it isn't in the proper form
> it doesn't include all the necessary details
> it hasn't been delivered to you in person or by registered mail (with an extra 2 days to allow for mail delivery)
> it doesn't give the right amount of notice for the circumstances

There are various reasons why a landlord can give a tenant a Notice to Vacate, and the amount of notice they have to give depends on the reason for the notice.

For more information contact the Tenants Union Advice Service or see the following fact sheets:
> ***Notices to Vacate***
> ***When you want to leave***
> ***Avoiding eviction for rent arrears***

Immediate Notice to Vacate
Immediate Notice to Vacate can be given if:
> the property has been destroyed
> the property is unfit to live in
> you or your visitor deliberately damage the property
> you or your visitor endanger the safety of neighbours

If the property was the landlord's main place of residence before you moved in, they may be able to give you a 14-day Notice to Vacate on certain conditions. Contact the Tenants Union for advice or see the ***Notices to Vacate*** fact sheet.

14-day Notice to Vacate
A 14-day Notice to Vacate can be given if:
> your rent is 14 days or more overdue
> you failed to pay bond
> you sub-let without consent
> your lease prohibits children and you have children in residence
> you use the property for an illegal purpose or allow others to do so
> you are a public tenant and you knowingly made an incorrect statement on your application form
> you failed to follow a Compliance Order made by the Victorian Civil and Administrative Tribunal
> you have breached a duty and have received two previous Breach of Duty Notices for the same breach

60-day Notice to Vacate
A 60-day Notice to Vacate can be given if immediately after the 60 day period the premises will be:
> *demolished
> *used for a purpose other than as a rented residence (eg as a business)
> *occupied by the landlord or a dependent of theirs
> *sold with vacant possession
> repaired, renovated, or reconstructed, and this can't be done without the premises being vacant
> used for public purposes (if it is a public property)
> sold, and the landlord has entered into a contract of sale

*If the landlord serves a Notice to Vacate for one of the first 4 reasons given on the left, they cannot re-let the property for 6 months after giving the notice (except by order of the Victorian Civil and Administrative Tribunal).

120-day Notice to Vacate
A 120-day Notice to Vacate can be given for no reason:
> if you have a periodic (ie month to month) tenancy agreement
> when the termination date on the notice is on or after the expiry date of your fixed term

End of Fixed Term Notice
An End of Fixed Term Notice can be given before the end of the fixed term in your tenancy agreement (lease).

The termination date on the notice must be the same as the expiry date on your lease.

How long is your lease for?

6 months +

The landlord can serve a 90-day Notice to Vacate for end of fixed term.

less than 6 months

The landlord can serve a 60-day Notice to Vacate for end of fixed term.