

Notice to Vacate

If the rooming house owner wants you to move out of the rooming house, they must give you a written Notice to Vacate.

There are a number of reasons why the owner may give you notice to vacate, and the amount of time that you are given to move out will depend on the reason for the notice and whether or not you have a tenancy agreement for your room. If you receive a Notice to Vacate, contact the Tenants Union for advice as soon as possible.

If the notice has not been filled in correctly or it has not been given to you in the proper way it may be invalid. See 'Serving a notice' for more information on the back of this fact sheet.

➔ Just because you are given a Notice to Vacate, it doesn't always mean that you have to move out. The rooming house owner must apply to the Victorian Civil and Administrative Tribunal for a Possession Order if they want to evict you. See the **Rooming House Eviction** fact sheet for more information.

Notice to Vacate (Immediate)

The rooming house owner can give an immediate Notice to Vacate if you or a visitor of yours does one or more of the following:

- > deliberately or recklessly causes or allows serious damage to a rooming house
- > puts other people in the rooming house in danger
- > seriously disrupts other residents

Even though it is called an Immediate Notice to Vacate, you do not have to leave immediately. The owner/manager must apply to the Victorian Civil and Administrative Tribunal for a Possession Order if they want to evict you.

The Tribunal will not give the owner a Possession Order unless the owner can prove that you or your visitor caused one of the problems listed above. If you are given an Immediate Notice to Vacate you should get urgent advice from the Tenants Union.

2-day Notice to Vacate

A 2-day Notice to Vacate can be given when:

- > you use your room for an illegal purpose, or allow other people to do so
- > you owe 7 or more days' rent
- > you fail to carry out an order of the Tribunal in relation to a breach of duty notice
- > you have been given two Breach of Duty Notices under the *Residential Tenancies Act 1997* and you breach the same duty for the third time

60-day Notice to Vacate

The owner can give you a 60-day Notice to Vacate if immediately after the 60th day the rooming house will be:

- > demolished, repaired, reconstructed or renovated and this cannot be done without the room being vacant and there is no alternative room available
- > sold or offered for sale as a vacant property

However, you can only be given a 60-day Notice to Vacate if:

- > you do not have a fixed-term tenancy agreement (lease), or
- > the end date on the notice is on or after the expiry date of your fixed term

120-day Notice to Vacate

The owner can give a 120-day Notice to Vacate for no specific reason if:

- > you do not have a fixed-term tenancy agreement (lease), or
- > the end date on the notice is the same as the expiry date of your fixed term

➔ If you think that you have been given a 120-day Notice to Vacate in retaliation for exercising your rights as a resident (eg asking for repairs), you can challenge the notice. However you must do this within 60 days from the day that you received it. Contact the Tenants Union for advice.

continued overleaf...

Serving a notice

A Notice to Vacate must be given to you in person or sent by registered mail. The notice must be in writing and be signed and dated by the owner. It must also state the reason why you are being asked to leave (unless it is a 120-day Notice to Vacate).

If the notice is sent by mail, the date on the notice must allow for an extra 2 business days for delivery (a business day is any day from Monday to Friday, except for public holidays). If the Notice to Vacate does not meet all these requirements, it may be invalid.

For more information, advice or support, phone the Tenants Union Advice Line on ☎ (03) 9416 2577.