

Tenants

Circumstances where a tenant can give notice to vacate include:

Where premises are not fit to be inhabited, immediate notice can be given to move out.

Where premises are unsafe due to damage caused by fire, storm or other cause, immediate notice can be given.

If the landlord does not comply with an order of the Victorian Civil and Administrative Tribunal, then 14 days' notice can be given.

Where the landlord has given the tenant a Notice to Vacate within 120 days without any specified reason then the tenant can give the landlord 14 days' notice they will move out.

Where the landlord has given the tenant a Notice to Vacate within 60 days in certain circumstances, including where the landlord wishes to sell the premises with vacant possession, then the tenant can give the landlord 14 days' notice to move out.

Generally, if the tenant wishes to leave 28 days' notice must be given.

Fixed term tenancy, such as an agreed 12-month lease, will limit the rights of landlords and tenants.

Rent increase – Generally, at least 60 days' notice must be given using the appropriate form.

Landlord wants the premises vacated - 120 days' notice must be given if the landlord would like the premises to be vacated without specifying a reason. Appropriate forms must be used.

Always sign a contract/ agreement, especially when you are sharing your house with others

Landlords

Some of the landlord's general rights to evict a tenant include:

Where there is malicious damage by the tenant the landlord can give the tenant immediate notice to move out.

Where there is behaviour endangering the safety of neighbours the landlord can give the tenant immediate notice to move out.

Where the premises are unfit for habitation, destroyed or unsafe, the landlord can give the tenant immediate notice to move out.

If the tenant fails to pay rent for 14 days or is using the premises for an illegal activity, then the landlord must give 14 days' notice, if they would like the tenant to leave.

60 days' notice must be given in the following circumstances:

- *The premises will be demolished.*
- *Vacant possession is required to carry out substantial repairs, renovations or reconstruction.*
- *The premises will no longer be leased.*
- *Premises are to be used by the landlord, spouse or certain family members.*
- *The premises will be offered for sale as vacant property.*
- *The premises are to be used for business purposes at the end of the notice.*

Generally, 90 days' notice must be given if the landlord would like the tenant to vacate the premises.

**For additional information or non-resolution
Please contact:**

**Consumer Affairs Victoria
Hotline for residential tenancy matters
Ph (03) 9627 6222 or 1800 136 716**