

# Notice of intention to leave (Form 13)

Residential Tenancies and Rooming Accommodation Act 2008 (Sections 302–308, 327 and 331–332)  
COVID-19 Emergency Response Act 2020 (Section 24)  
Residential Tenancies and Rooming Accommodation (COVID-19 Emergency Response) Regulation 2020 (Section 41)



## 1 Address of the rental property

	Postcode

## 2 Notice issued by

1. Full name/s		
Forwarding address		Signature
	Postcode	
Phone	Mobile	Date
Email		

2. Full name/s		
Forwarding address		Signature
	Postcode	
Phone	Mobile	Date
Email		

3. Full name/s		
Forwarding address		Signature
	Postcode	
Phone	Mobile	Date
Email		

## 3 Notice issued to Property owner Property manager


## 4 Notice issued (See overleaf for grounds/reasons)

- without grounds  
 with grounds (provide details)

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If you are leaving due to domestic and family violence, please complete a *Domestic and Family Violence Notice ending tenancy*.

## 5 Notice issued on

Day	Date	Method of issue (e.g. email, post, in person)
<input type="text"/>	<input type="text"/>	<input type="text"/>

## 6 I/We intend to vacate the property by midnight on

<input type="text"/>	(Minimum notice periods apply – see overleaf)
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Do not send to the RTA—give this form to the property owner/manager 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 tenant/s give this notice to the property owner/manager when the tenant/s want to vacate the premises by a certain date.

There may be a number of grounds (reasons) for giving the notice. If the property owner/manager disputes these reasons, they should try to resolve the matter with the tenants first. If agreement cannot be reached, the RTA's dispute resolution service may be able to assist – phone 1300 366 311.

If tenants are leaving because of an unremedied breach, this notice can only be given after the 7 day remedy period has expired.

If the tenant/s are giving this notice because of an unremedied breach by the owner or manager, please note that this notice does not guarantee that you will be released from the tenancy agreement. You may apply for termination of your lease through the Queensland Civil and Administrative Tribunal (QCAT) under section 309 of the *Residential Tenancies and Rooming Accommodation Act 2008*.

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

## Minimum notice periods

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

### General tenancies

#### With grounds

Grounds	Minimum notice	Existing or new ground
The rental property is not in good repair, is unfit to live in AND this notice is provided within the first 7 days of the resident occupying the premises.	The day it is given this has to be within 7 days of taking possession.	New <i>Note: this is only applicable during the COVID-19 emergency period until 31 December 2020.</i>
Unremedied breach	7 days	Existing
Non-compliance with tribunal order	7 days	Existing
Non-liveability	The day it is given	Existing
Compulsory acquisition	2 weeks	Existing
Intention to sell	2 weeks	Existing

#### Without grounds

Type of agreement	Minimum notice	Existing or new ground
Periodic agreement	2 weeks	Existing
Fixed term agreement	14 days	Existing

*A tenant must give at least 14 days notice, unless the property owner/manager has breached the agreement. The tenancy ends on the end date of the agreement or the end date of the notice period (whichever is longer). Both parties can agree to end a fixed term agreement early but it must be agreed in writing.*

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## Moveable dwellings

### Without grounds

Type of agreement	Long term agreement notice period	Short-term agreement notice period	Existing or new ground
The rental property is not in good repair, is unfit to live in AND this notice is provided within the first 7 days of the resident occupying the premises.	The day it is given this has to be within 7 days of taking possession.	N/A	New <i>Note: this is only applicable during the COVID-19 emergency period until 31 December 2020.</i>
Unremedied breach	2 days	n/a	Existing
Non-compliance with tribunal order	7 days	1 day	Existing
Non-liveability	The day it is given	The day it is given	Existing
Compulsory acquisition	2 weeks	1 day	Existing
Intention to sell	2 weeks	1 day	Existing

### Without grounds

Type of agreement	Minimum notice	Existing or new ground
Periodic agreement	2 weeks	Existing
Fixed term agreement	14 days	Existing

*A tenant must give at least 14 days notice, unless the property owner/manager has breached the agreement. The tenancy ends on the end date of the agreement or the end date of the notice period (whichever is longer). Both parties can agree to end a fixed term agreement early but it must be agreed in writing.*