

NOTICE OF INTENTION TO VACATE THE PROPERTY (RTA Form 13 Must be Completed)

PROPERTY: _____

As per our tenancy agreement I/we _____ hereby advise that I/we will be vacating the above property by the ____ day of _____ 20 ____ (midnight).

Our tenancy agreement *has already expired / will expire* on the ____ day of _____ 20 ____

We are aware that this notice must be given 14 days prior to vacating and if we fail to do this rent will be charged up until 14 days after receipt of this notice. We are also aware that this notice does not take effect until received by our Real Estate office and signed by all tenants.

We are aware that rent will be charged up to and including the day we return all keys and remotes to the office.

Keys must be returned to our office on or before 9.30am the following day of the above vacating date or you will incur additional rent at a daily rate. I/we advise that I/we will on this day hand to your office all keys in our possession, including any keys that we may have duplicated.

We authorise you to erect a To Let Sign (where applicable) and to show prospective tenants the property during the final 2 weeks. We agree to pay the rent up to and including the vacating date and to have the property completely vacated by the above date. We will have the property clean and tidy as per the cleaning guide for your inspection.

We are aware that our names will be recorded with the Tenancy Information Centre of Australia if we fail to leave the property in good repair or vacate with an outstanding debt to the Agent or Lessor.

SIGNED (Tenant 1): _____ Date: _____

Forwarding Address: _____

Mobile: _____

Bank Account Details: Account Name: _____ BSB _____ ACC _____

SIGNED (Tenant 2): _____ Date: _____

Forwarding Address: _____

Mobile: _____

Bank Account Details: Account Name: _____ BSB _____ ACC _____

SIGNED (Tenant 3): _____ Date: _____

Forwarding Address: _____

Mobile: _____

Bank Account Details: Account Name: _____ BSB _____ ACC _____

Notice of intention to leave (Form 13)

Residential Tenancies and Rooming Accommodation Act 2008
(Sections 302–308, 327 and 331–332)



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 ground
 with ground (provide details)

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.



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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

Grounds (reasons)	General tenancy	Moveable dwelling Long term	Moveable dwelling Short term
Unremedied breach	7 days	2 days	n/a
Non-compliance with tribunal order	7 days	7 days	1 day
Non-liveability	The day it is given	The day it is given	The day it is given
Compulsory acquisition	2 weeks	2 weeks	1 day
Intention to sell	2 weeks	2 weeks	1 day

Without ground	General tenancy	Moveable dwelling Long term	Moveable dwelling Short term
Periodic agreement	2 weeks	2 weeks	1 day
Fixed term agreement	14 days	14 days	1 day

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.