

The Residential Tenancies Act 1995 (the 'Act') sets out the minimum rights and responsibilities that landlords and tenants have and how and when they can be enforced. Landlords and tenants can agree to additional terms in the residential tenancy agreement between them.

## This Guide:

- Provides information about when and how Junction Australia – as a landlord - may terminate a lease when a tenant breaches their tenancy agreement
- Is general, the tenancy agreement takes precedence over the general information in this Guide
- Does not provide information about every situation which may entitle Junction Australia to terminate a lease

## How do I breach my tenancy agreement?

You breach your tenancy agreement when you:

- Do something your tenancy agreement or the Act says not to do e.g.
  - o Use the premises for an illegal purpose
  - o Cause or permit a nuisance
  - o Cause or interfere with the reasonable peace, comfort or privacy of another person who lives close by
- Don't do something your tenancy agreement or the Act says you are responsible for doing e.g.
  - o Pay your rent, when it is due
  - o Keep the premises you are renting in reasonable condition and pay for damages caused

## What can happen if I breach my tenancy agreement?

If you breach your tenancy agreement, we are entitled to give you a written notice (a **Form 2 notice**) that:

- Provides details of the breach
- Requires you to fix the breach within the additional time we give you (we will give you at least 7 days from the date of the notice to do that)

- Informs you that your tenancy with us will come to an end if you have not corrected the breach in that time. In that situation, you will be required to return the premises to us on the date we provide, in the condition that your tenancy agreement requires.

If your breach relates to rent, we will not give you a Form 2 notice until some of your rent has remained unpaid for at least 14 days.

## What if I don't correct a breach of my tenancy agreement?

If you receive a Form 2 and:

- do not fix the breach in the notice period provided; and
- do not return the premises to us on the date specified in the Form 2

Then we can take further action to evict you from the property. This can include making a **Section 87 Application for termination** of your tenancy to the **South Australian Civil & Administrative Tribunal ('SACAT')**.

If we do this;

- You will receive notice of the hearing date and time from SACAT. Although attending hearings at SACAT is voluntary, this is your opportunity to present your side of the story, so we strongly encourage you to attend.
- At the hearing date SACAT will consider whether to:
  - o terminate the tenancy and grant us an **Order for Possession** of the premises; or
  - o if the breach relates to payment of rent, grant us an **Order for Possession of the Premises** or an order requiring you to take specific actions (for example, a payment plan with dates)

- The outcome of SACAT hearing will usually be decided on the day of the hearing, after SACAT has taken into account the information provided by everyone who attends the hearing.
- Any SACAT Orders made will be provided to you by SACAT. The Orders will include the decisions SACAT has made and dates for action that must be taken
- If SACAT grants an Order for Possession, but you do not vacate the premises by the date given in the Order, the Order may be enforced by a Tribunal Bailiff
- Contacting us to discuss it, and providing us with information and/or documents to clarify the situation. We encourage you to communicate with us as early as possible
- Attending any hearings at SACAT. If you choose not to attend, decisions about your tenancy can still be made
- Contacting SACAT (**1800 723 767**)
- Contacting the Tenants' Information and Advisory Service (TIAS) (**1800 060 462**) for independent information and advice

## Is a failure to pay my rent a breach of my tenancy agreement?

### **If you do not pay rent when it is due, you are breaching your residential tenancy agreement**

(Unless you are still at least two-weeks in advance of all rent due).

We appreciate you may have unexpected or difficult situations occasionally, or may accidentally forget to pay your rent. For these reasons, when rent is not paid we generally take the following steps:

- Attempt to contact you to discuss the situation and agree to a reasonable repayment plan
- Consider your rent payment history
- Consider how well you have been meeting your other responsibilities as a tenant and your history of earlier breaches of your tenancy agreement
- Speak to your Support Worker (if applicable)
- If we decide to give you a Form 2 notice - give you at least 7 days to fix the breach before we activate automatic termination of your tenancy

## What is an eviction?

An eviction is the process taken by us (as your landlord) to terminate (end) your tenancy and take back possession of the premises. This may be done if you breach your tenancy agreement and do not fix the breach in the time we give you.

## What if I don't agree that I am in breach?

If you do not agree that you have breached your tenancy agreement or are still in breach, your options include:



## Got Questions?

If you have further questions about breaches and evictions, you can:

Visit our website

[www.junctionaustralia.org.au](http://www.junctionaustralia.org.au)

Speak to your Tenancy Officer in person or by telephone

Email your questions to

[housing@junctionaustralia.org.au](mailto:housing@junctionaustralia.org.au)

Phone our head office on

(08) 8210 7000

Write to us at

168 Greenhill Rd, Parkside SA 5063