

BREACHES AND EVICTIONS

This fact sheet provides information about when and how Junction – as a landlord – can terminate a lease when a tenant breaches a tenancy agreement.

*Please note, the tenancy agreement takes precedence over general information in this fact sheet. This document does not cover every situation which might entitle Junction to terminate a lease.

A **Form 2** is a breach notice sent by the landlord to a tenant to inform the tenant they are not meeting their lease obligations. A Form 2 will advise the tenant of what needs to be done to fix the tenancy breach.

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

FAQ

How would my tenancy agreement be breached?

You breach your tenancy agreement when:

- You do something your tenancy agreement or the Act says not to do, such as: use the premises for an illegal purpose, cause or permit a nuisance, or interfere with the reasonable peace comfort or privacy of another person who lives close by.
- You don't do something your tenancy agreement or the Act says you are responsible for, such as: paying your rent when it is due, keeping the premises you are renting in reasonable condition, and paying for any damages you or a visitor cause.

What happens if I breach my tenancy agreement?

If you breach your tenancy agreement, we can give you a written notice (a Form 2). The notice will provide details of the breach and require 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.

A Form 2 also reinforces that your tenancy will come to an end if you don't correct the breach in the allocated time. In that situation, you will be required to return the premises to us on the date we set, in the condition your tenancy agreement requires.

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 provided notice period and do not return the premises to us on the date specified, then we can take further action to evict you from your property. This can include making an application for the termination of your tenancy to the South Australian Civil and Administrative Tribunal (SACAT).

What happens next?

You will receive notice of the hearing date and time from SACAT. Attending hearings at SACAT is voluntary. However, this is your opportunity to present your side of the story so we strongly encourage you to attend.

Please note, if you choose not to attend, decisions about your tenancy can still be made.

For more information on the SACAT process, visit sacat.sa.gov.au or phone SACAT on **1800 723 767**.

Is failure to pay my rent a tenancy agreement breach?

If you do not pay your 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 might 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 your situation and a repayment plan

- Consider your rent payment history
- Consider how well you have been meeting other responsibilities as a tenant and your history, including any other tenancy breaches
- Speak to your Support Worker, if applicable.

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 is an eviction?

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

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

If you don't agree you have breached your agreement or are still in breach, you can:

- Contact us to discuss the situation, providing us with any information or documents to clarify your position - we encourage you to contact us as early as possible
- Attend any SACAT hearings
- Call SACAT on **1800 723 767**
- Call the Tenants' Information and Advisory Service (TIAS) on **1800 060 462** or visit tias.org.au