Notice of intention to leave – Rooming accommodation (Form R13)

Residential Tenancies and Rooming Accommodation Act 2008 (Sections 379-381)



1	Address of the rental property						
	Room no.						
						Postcode	
2	Notice issued by						
	1. Full name/s						
	Forwarding address			Signature			
				Postcode			
	Phone	Email			Date		
	2. Full name/s						
	Forwarding address					Signature	
				Postcode			
	Phone	Email			Date		
3	Notice issued to Manager/provider Agent						
4	Notice issued (See overleaf for grounds/reasons)						
	without grounds						
	with grounds (provide details)						
	If you are leaving due to domestic and family violence, please complete a Domestic and Family Violence Notice ending residency.						
5	Notice issued on	·					
	Day	Date	Method of issue (e.g. email, post, in person)				
6	Date agreement ends (if a	pplicable)					
7	Resident/s leaving						
	Day	Date	Time		Imn	nediately	
				am pm	OR		
	(Minimum notice periods ap	ply – see overleaf)					

Do not send to the RTA-give this form to the manager/provider and keep a copy for your records.

Note: this form can only be used until 30 April 2021 as stated in section 3 of the Residential Tenancies and Rooming Accommodation (COVID-19 Emergency Response) Regulation 2020.



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The resident/s give this notice to the manager/provider when the resident/s want to end the accommodation agreement and vacate the premises by a certain date.

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

A resident must give at least 7 days notice to end the agreement. If the resident is leaving because of an unremedied breach, this notice can only be given after the 5-day remedy period has expired. The residency ends on the end date of the agreement or the end date of the notice period (whichever is longer).

If you are on a fixed-term agreement and the manager/provider has not rectified a breach notice you previously issued, giving this notice does not guarantee you will be released from your agreement. You may need to take further steps to end your tenancy through Queensland Civil and Administrative Tribunal (QCAT).

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

Minimum notice periods

COVID-19 arrangements update for residential tenancies: From 30 September 2020, a resident can no longer issue a *Notice of intention to leave* after moving into the property to find that it is not in good repair. Notices issued for this reason on or before 29 September 2020 are still effective.

Residents experiencing domestic and family violence can continue to end their interest in a tenancy quickly and safely until the end of the COVID-19 emergency period (until 30 April 2021) by completing a *Domestic and Family Violence Notice ending residency.*

From 30 September 2020, normal processes and grounds apply to ending agreements for reasons not related to COVID-19, except where outlined in the below tables.

Grounds (reasons)	Rooming accommodation		
A person escaping domestic and family violence (available to 30 April 2021)	7 days, but can leave immediately		
Without grounds*	7 days		
Unremedied breach	7 days		
Property destroyed or made completely or partly unfit to live in	Immediately (notice must be given within 1 month of the event)		

^{*}Parties can agree to end earlier but it must be agreed in writing.

Grounds for which this notice may not be used

Repeated breaches by provider/manager	By QCAT order
Excessive hardship	By QCAT order