

# Notice of lessor's intention to sell premises (Form 10)

Residential Tenancies and Rooming Accommodation Act 2008 (Section 198)

COVID-19 Emergency Response Act 2020 (Section 24)

Residential Tenancies and Rooming Accommodation (COVID-19 Emergency Response) Regulation 2020 (Section 18, 35 & 40)



This form is given to the tenant/s to advise them of the intended sale of the property.

It must be given to the tenant/s before or when an *Entry notice* (Form 9) is given to show prospective purchasers the premises. A selling agent (called a secondary agent) must give a copy of this form to the renting agent before entry can occur.

Any secondary agent who wishes to enter the premises must provide an *Entry notice* (Form 9) to the tenant/s and renting agent every time they wish to enter.

A secondary agent must show the tenant/s written evidence of their appointment, if asked, before entry can take place.

All parties must comply with health directives and government restrictions during the COVID-19 emergency period.

## 1 Address of the rental premises

|  |          |
|--|----------|
|  |          |
|  | Postcode |

## 2 Details of the lessor/renting agent

|                        |          |
|------------------------|----------|
| Full name/trading name |          |
| Postal address         | Postcode |
| Phone                  | Email    |

## 3 Notice issued to

Full name/s

|    |
|----|
| 1. |
| 2. |
| 3. |

## 4 Details of the selling agent

|                        |          |
|------------------------|----------|
| Full name/trading name |          |
| Postal address         | Postcode |
| Phone                  | Email    |

## 5 Details of sales strategy

**Government restrictions are in place for auctions and open homes during the COVID-19 emergency period.**

**Refer to the Queensland Government's Roadmap to easing restrictions at [covid19.qld.gov.au/government-actions](https://www.covid19.qld.gov.au/government-actions)**

In selling this property, it is proposed that the following sales strategy will be employed.

No photographs or images showing the tenants' possessions can be used in advertising the premises, unless the tenant/s agree in writing.

Advertise     Signage     Virtual Inspection     Inspections by private appointments

Open house (restrictions apply)     On-site auctions (restrictions apply)

Other

(please specify):

|  |
|--|
|  |
|--|

## 6 Notice issued on

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

## 7 Signature of the lessor/renting agent

|                      |                      |                      |
|----------------------|----------------------|----------------------|
| Print name           | Signature            | Date                 |
| <input type="text"/> | <input type="text"/> | <input type="text"/> |

## 8 Signature of the secondary agent

|                      |                      |                      |
|----------------------|----------------------|----------------------|
| Print name           | Signature            | Date                 |
| <input type="text"/> | <input type="text"/> | <input type="text"/> |

**Do not send to the RTA—give this form to the tenant/s, 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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## Important reminders

- The tenant can end the agreement if the premises are listed for sale within the first two months of the tenancy starting and they had not been informed in writing at the time they signed the agreement. The tenant has until two weeks after the first two months of the tenancy to advise they want to leave.
- The lessor/agent can end a periodic agreement if the lessor has entered into a contract to sell the premises with vacant possession or is preparing the property for sale and requires the property to be vacant. During the COVID-19 emergency period, the lessor/agent can also end a fixed term agreement on the same grounds.
- The lessor/agent is required to provide two months notice to the tenant, along with evidence to support the grounds. For example: a statutory declaration or other document that constitutes sufficient evidence. Penalties may apply for misuse of these grounds during the COVID-19 emergency period.