

Notice to Remedy Breach

Residential Tenancies and Rooming Accommodation Act 2008
(Section 325)

Name and address of party in breach

Postcode

Purpose of this form – this form is used during the tenancy where either the tenant/s or the lessor/agent claim that there has been a ‘breach’ of one (or a number) of terms of the residential tenancy agreement.

Form completed – then given by either the tenants or the lessor/agent to the party who is ‘in breach’.

If you receive this form either as a tenant or a lessor/agent – it means that the other party is letting you know there is a problem or dispute, and you need to take action to rectify the situation within a certain time.

If you do not agree there has been a breach, you should first attempt to resolve the matter by contacting the party who gave you this notice. If that fails, you can access the RTA’s Dispute Resolution Service by lodging a *Dispute Resolution Request* (Form 16) with the RTA by the date in 7 below.

For parties who cannot resolve a tenancy dispute. For further information read the Information Statement you received at the start of your tenancy or contact the RTA.

Please print

1 Who is serving this Notice to Remedy Breach?

- Lessor
- Agent
- Tenant/s

Name/s

2 Address of the rental premises

Postcode

3 Who is this Notice to Remedy Breach being given to?

- Lessor
- Agent
- Tenant/s

Name/s

4 What is the breach of the agreement which is the reason for this notice?

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5 If this notice is given for rent arrears:

Date rent was paid to

/ /

Number of days rent is overdue

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Amount of rent to be paid to remedy the breach

\$

6 Date issued

/ /

7 By what date must the breach of the agreement be remedied? (There are minimum times which must be allowed).

Date

/ /

8 Signature of party giving the notice

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DO NOT SEND THIS FORM TO RTA – Please keep a copy for your records