Notice of intention to leave (Form 13)

Residential Tenancies and Rooming Accommodation Act 2008
(Sections 302–308, 327 and 331–332)

1 Address of the rental property

	Postcode **0**

2 Notice issued by

1. Full name/s

Forwarding address		**Signature**
	Postcode **0**	
Phone	Mobile	Date **/ /**
Email		

2. Full name/s

Forwarding address		**Signature**
	Postcode **0**	
Phone	Mobile	Date **/ /**
Email		

3. Full name/s

Forwarding address		**Signature**
	Postcode **0**	
Phone	Mobile	Date **/ /**
Email		

3 Notice issued to ☐ Lessor ☐ Agent

Townsville South Real Estate T/as Ray White Townsville Riverside

4 Notice issued (See overleaf for grounds and required timeframes)

☐ without ground (reason)

☐ with ground (provide details)

5 Notice issued on

Day	Date	Method of issue (e.g. by post, in person)
	/ /	

6 I/We intend to give up vacant possession by midnight on

/   / (Minimum notice periods apply – see overleaf)

Do not send to the RTA—give this form to the lessor/agent, keep a copy for your records.

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The tenant/s give this notice to the lessor/agent when the tenant/s want to vacate the premises by a certain date.

There may be a number of grounds (reasons) for giving the notice. If the lessor/agent disputes these reasons, they should try to resolve the matter with the tenants first. If agreement cannot be reached, the RTA's dispute resolution service may be able to assist.

If tenants are leaving because of an unremedied breach, this notice must be given after the expiry of the 7 day remedy period.

If the tenant/s are giving this notice because of an unremedied breach by the lessor or agent, please note that this notice does not guarantee that you will be released from the tenancy agreement. You may apply for termination of your lease through the Queensland Civil and Administrative Tribunal (QCAT) under section 309 of the *Residential Tenancies and Rooming Accommodation Act 2008.*

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

Minimum timeframes

Grounds (reasons)	General tenancy	Moveable dwelling Long term	Moveable dwelling Short term
Unremedied breach	7 days	2 days	n/a
Non-compliance with tribunal order	7 days	7 days	1 day
Non-liveability	The day it is given	The day it is given	The day it is given
Compulsory acquisition	2 weeks	2 weeks	1 day
Intention to sell	2 weeks	2 weeks	1 day

Without ground	General tenancy	Moveable dwelling Long term	Moveable dwelling Short term
Periodic agreement	2 weeks	2 weeks	1 day
Fixed term agreement	14 days	14 days	1 day
A tenant must give at least 14 days notice, unless the lessor/agent has breached the agreement. The tenancy ends on the end date of the agreement or the end date of the notice period (whichever is longer). Both parties can agree to end a fixed term agreement early but it must be agreed in writing.			