

Notice to leave (Form 12)

Residential Tenancies and Rooming Accommodation Act 2008
(Sections 277, 281–291, 317, 326 and 330)

Name/s and address of the tenant/s

	Postcode

1 Address of the rental property (if different from above)

	Postcode

2 Notice issued by Lessor Agent

Full name/trading name

Phone

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3 Notice issued to

Full name/s

1.
2.
3.

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 Tenant/s must vacate the property by midnight on

Day

Date

(Minimum notice periods apply – see overleaf)

7 Signature of the lessor or agent issuing this notice

Print name

Signature

Date

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



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The lessor/agent gives this notice to the tenant/s when they want them to vacate the property by a certain date.

Information about tenants' rights and obligations are included in the tenancy agreement.

There may be one of several reasons (grounds) for giving the notice. If the tenant/s dispute the reason given, they should try to resolve the matter with the lessor/agent first. If agreement cannot be reached, the RTA's dispute resolution service may be able to assist.

If the tenant/s do not leave the property by the date nominated in item 6, the lessor/agent may apply directly to the Queensland Civil and Administrative Tribunal (QCAT) for a termination order without further notice to the tenant.

If the tribunal makes a termination order it must also make an order for possession of the property in the lessor's favour.

Eviction of a tenant without an order for possession of the property contravenes the Act.

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—rent arrears	7 days	2 days	n/a
Unremedied breach—general	14 days	2 days	n/a
Non-compliance with tribunal order	7 days	7 days	2 days
Non-compliance (moveable dwelling location)	n/a	2 days	2 days
Non-liveability	The day it is given	The day it is given	The day it is given
Compulsory acquisition	2 months	2 months	2 days
Sale contract (periodic only)	4 weeks	4 weeks	2 days
Voluntary park closure	n/a	3 months	2 days
Compulsory park closure	n/a	The day it is given	The day it is given
Employment termination	4 weeks	4 weeks	2 days
Ending of accommodation assistance	4 weeks	4 weeks	2 days
Ending of housing assistance	1 month	2 months	2 days
Serious breach (public housing or community housing)	7 days	n/a	n/a
Mortgagee in possession will depend on whether mortgagee has/hasn't consented to the tenancy	2 months	2 months	No exemption for moveable dwelling short term
Death of a sole tenant (parties can agree on an earlier date)	2 weeks	2 weeks	No exemption for moveable dwelling short term

Without ground	General tenancy	Moveable dwelling Long term	Moveable dwelling Short term
Periodic agreement	2 months	2 months	2 days
Fixed term agreement	2 months	2 months	2 days
<p><i>A tenant must be given at least 2 months notice, unless they have breached the agreement. However, the tenancy only ends on the end date of the agreement or the end date of the notice period (whichever is later). Both parties can agree to end a fixed term agreement early but it must be agreed in writing.</i></p>			