

# Ending a Tenancy (Victoria)

## 1. Purpose

The purpose of this policy is to explain the circumstances and actions to be taken when a renter ends a tenancy or HOME in PLACE Victoria Limited (HOME in PLACE VIC) ends a tenancy.

## 2. Scope

The policy applies to all workers, directors, and members of HOME in PLACE Victoria (HOME in PLACE VIC) decision-making committees and advisory bodies. The policy applies to third parties engaged to carry out activities on behalf of HOME in PLACE VIC if stipulated by agreements.

References to HOME in PLACE in this policy apply to all HOME in PLACE companies and workers carrying out activities on behalf of Home in Place VIC.

## 3. Policy Statement

This policy covers ending a tenancy within the legal requirements of the *Residential Tenancies Act*.

The aim of this policy is to:

- Ensure that the legal requirements for ending a tenancy are understood and adhered to by HOME in PLACE VIC employees and renters;
- Ensure that the end of a tenancy is fair, efficient and effective for all;
- Adhere to our legal obligations as rental provider and renter under the Residential Tenancies Act;
- Ensure the principles of natural justice are applied;
- Have efficient administration and record keeping at the end of tenancy.

HOME in PLACE VIC recognises that tenancies end for a variety of reasons. This includes where a renter indicates they wish to leave their tenancy and move into the private rental market, interstate relocation or into home ownership. On other occasions it may be necessary for HOME in PLACE VIC to initiate ending a tenancy due to the sale or termination of a leasehold property, renovations, disposal, or redevelopment.

HOME in PLACE VIC may also initiate a termination of a tenancy where there is a breach of the [Residential Tenancies Act 1997](#). Where a renter has breached a term of their Residential Tenancy Agreement, they will be advised in writing and given every opportunity to remedy the breach. HOME in PLACE VIC is committed to ensuring the long-term sustainability of tenancies within the context of maintaining the viability of the organisation. HOME in PLACE VIC will always endeavour to effectively resolve any breaches and disputes relating to the tenancies. HOME in PLACE VIC views legal proceedings as an action of last resort when all possible avenues, both internal and external, of resolving a breach has been exhausted.

## Guiding principles

HOME in PLACE VIC will:

- Advise our renters of their rights and responsibilities when a Notice to Vacate is issued and when action is taken at the Victorian Civil and Administrative Tribunal (VCAT) that may result in their tenancy being terminated;
- Ensure renters have access to independent tenancy advice, interpreters and support if their tenancy is threatened or is ending;
- Only issue Notices to Vacate in accordance with the [Residential Tenancies Act 1997](#);
- Advise renters what is required of them to meet their legal obligations when their tenancy ends, regardless of the reason for the tenancy ending
- Ensure abandoned goods at the end of a tenancy are managed in accordance with the requirements of the [Residential Tenancies Act 1997](#).

## Reasons for ending a tenancy

### 1. Renter initiated

If a renter wants to end a rental agreement, they are required to provide written notice giving the notice period required by the [Residential Tenancies Act 1997](#).

- At least 28 days' notice

The notice is effective from the date it is received by HOME in PLACE VIC. HOME in PLACE VIC may agree to accept a shorter notice period on a case-by-case basis, this is at the discretion of the Tenancy Relations Officer.

Renters will be advised of the responsibilities when ending a tenancy including:

- Rent is paid up to the date the tenancy ends;
- Any outstanding maintenance, that are the responsibility of the renter, are rectified;
- The property is left in a clean and tidy condition;
- Remove all belongings from the property;
- All keys and other locking devices are returned to Home in Place VIC

### 2. Home in Place VIC initiated

HOME in PLACE VIC may take action to end a tenancy in the following circumstances:

- The renter has seriously and/or repeatedly breached their rental agreement;
- The sole renter has passed away;
- The property has been abandoned;
- The premises are unsafe or unfit for habitation;
- Management purposes, and all alternate offers of suitable housing have been rejected;
- The renter has entered aged care, rehabilitation or prison for more than six (6) months without prior approval for a temporary absence.

HOME in PLACE VIC will give renters:

- Written notice with the required notice periods in accordance with the Residential Tenancies Act;
- The reasons for ending the agreement;
- The opportunity to sustain their tenancy;

- A reasonable opportunity to be present at the final property inspection.

When a tenancy ends the renter can expect HOME in PLACE VIC to:

- Conduct an outgoing property inspection and identify any repairs/maintenance that are identified as the responsibility of the renter;
- Give the renter, where practicable, the opportunity to do any cleaning, minor repairs, garden maintenance;
- Finalise the renter's end of tenancy account, repay any credits or rental bond or take steps to collect outstanding debt;
- Negotiate with the renter for settlement of identified rent arrears or maintenance/repair charges;
- Record a forwarding address on the former renters file (if provided), details of any unpaid charges and/or payment plans;
- Manage goods left in the premises in accordance with the *Residential Tenancies Act*.

### 3. Eviction

If the renter does not move out by the date specified in the Notice to Vacate, HOME in PLACE VIC may seek a possession order at VCAT.

Terminating a rental agreement and taking action in the VCAT are actions of last resort for HOME in PLACE VIC. Throughout this process HOME in PLACE VIC will, where possible, continue to work with the renter on alternate accommodation options and appropriate referrals.

## Review of decisions

If a renter disputes HOME in PLACE VIC's decision to end a tenancy they should first discuss their concerns with a Tenancy Relations Officer. When a tenant does not vacate a property in accordance with a Notice to Vacate, HOME in PLACE VIC may take action in the VCAT, if HOME in PLACE VIC takes this action renters are notified and provided with the opportunity to formally dispute the decision to end the tenancy.

## 4. Definitions and Acronyms Glossary

For clarification of any definitions or acronyms contained within this document, please click on the [Glossary](#) for information.

*End of document.*