

NOTICE TO VACATE TO RENTER OF RENTED PREMISES

INFORMATION FOR RENTERS

1. This is a notice to vacate. **It tells you that the residential rental provider (rental provider) wants you to move out by a certain date.** You can find details of this date in clause 10 "Termination date" below.
2. **Challenging this notice** - You may be able to challenge this Notice at the Victorian Civil and Administrative Tribunal (VCAT). Reasons to challenge a notice include:
 - you believe you were given this notice due to unlawful discrimination or because you tried to exercise your rights as a renter; or
 - you believe it was not given to you properly; or
 - you disagree with the reason given or the information in the form is incorrect or incomplete; or
 - you have experienced family or personal violence and this caused the behavior listed in the notice to vacate. In this case, you should apply to VCAT within 30 days after the notice has been given.

Specific timeframes may apply to certain reasons to challenge a notice. You may also challenge the validity of the notice if the rental provider applies to VCAT for a possession order.

You should seek advice if you are considering challenging a notice to vacate.

3. Unpaid Rent

If you received a notice because you have not paid your rent -

- If you pay all of the unpaid rent on or before the termination date in the notice, this notice has no effect.
- However, this does not apply if you have been given four earlier notices to vacate for rent arrears within a twelve-month period that starts either on the date your agreement commenced or the anniversary of that date.
- You can find out more about this type of notice to vacate on the Consumer Affairs Victoria website.

4. **Possession orders and warrants** - Rental providers must give you the appropriate notice to vacate before they apply to VCAT for a possession order.

If you do not vacate on the date stated in the notice, the rental provider may apply to VCAT asking for an order requiring you to leave (a possession order). VCAT will notify you of a hearing date that you can attend. You are encouraged to attend the hearing.

At the hearing, VCAT decides whether the rental provider was entitled to give you a notice to vacate. VCAT will make a possession order if it is satisfied that it is reasonable and proportionate to do so. VCAT may consider whether the notice to vacate was given in response to the act of a person who has subjected you to family or personal violence. It may also consider whether you can comply with a payment plan for any rental arrears, if applicable.

VCAT will decide if you must leave the property and on what date that should occur. You may ask for more time in the property if you will be in hardship. Rental providers cannot personally use force to remove you if you refuse to leave the property. Only Victoria Police can carry out a forcible eviction, and only when they are acting on a VCAT order (a warrant for possession).

5. **Ending the residential rental agreement earlier** - In some cases, you may be able to end the residential rental agreement (rental agreement) earlier than the termination date in the notice to vacate, if the notice is given for one of the following reasons:

Repairs or renovations; demolition; change of use of premises; occupation by the rental provider or their family; the premises are to be sold; the premises are required for a public purpose; the renter no longer meets the eligibility criteria; or in the case of a fixed term rental agreement, to specify a termination date that is on or after the date of the end of the initial fixed term of the agreement.

To notify the rental provider, use a Notice of intention to vacate form and provide at least 14 days notice.

6. **Seeking advice** - If you think you have grounds to challenge a notice to vacate at VCAT you should seek advice immediately by contacting one of the community legal organisations listed on the Consumer Affairs Victoria website. For further information visit the renting section of the Consumer Affairs Victoria website at consumer.vic.gov.au/renting or call **1300 558 181**.

NOTICE TO VACATE

7. Address of rented premises

33 Ward Street, BELL POST HILL VIC 3215

8. Renter's Details (include the name of each renter who is a party to the residential rental agreement)

Li Ying Seah

Beng Huat Seah

Ma Ley Tan

9. Rental provider's details

I am giving you this notice as the residential rental provider

Full name of Rental provider (this cannot be the agent's name):

Chris Cogger

Rental provider's address for serving documents (this may be the agent's address)

55 Myers Street, GEELONG VIC 3220

Contact details

Business hours: 03 52224711 (BH)

After hours:

Email address: rentals@maxwellcollins.com.au

10. Termination Date

The termination date must allow for:

- the minimum notice required under the **Residential Tenancies Act 1997** (the Act); and
- the proposed method of delivery and the date the renter is expected to receive the notice.

The minimum number of days' notice required under the Act is 60.

I request that you vacate on or before the following termination date: 10 January 2022

Note: If you want to challenge this notice you should seek legal advice as soon as possible.

11. Reason for notice

- **The rental provider must select the relevant reason, section number and the minimum notice required under the act.**
- **The rental provider must also explain why the notice has been given. It is not enough to quote just from the Act or from the reasons on the information sheet; this must be accompanied by specific details.**
- **VCAT may find a notice to vacate invalid where it does not provide enough details or is not accompanied by the required documentary evidence.**

I am giving you this notice for the following reason:

Section 91ZZB Premises are being sold

91ZZB(1): The premises are to be sold or offered for sale with vacant possession immediately after the termination.

I have entered into a contract of sale for the premises. Under the Act I am required to provide you with this notice within 14 days of the contract being entered into.

In many cases this notice must be accompanied by documentary evidence. For information on documentary evidence go to www.consumer.vic.gov.au/nty

Is documentary evidence attached? Yes

Please provide details of the evidence attached:

Contract of sale, signed and dated by the vendor and purchaser

12. Delivery of this notice

- The notice period begins when the renter is estimated to receive this notice.
- If sending by post, the rental provider must allow for the delivery time in calculating the proposed termination date.
- If sending by registered post, the rental provider should keep evidence of the mail delivery method used to send this notice.

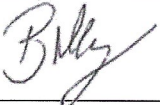
This notice was sent on 10 November 2021

This notice will be delivered

by email (if consent has been provided by the renter)

Renter's email address: csly@hotmail.sg hnh70@hotmail.com maley65@hotmail.com

13. Signature of *rental provider/*agent

A rectangular box containing a handwritten signature in cursive script that reads "Beth McKay".

Beth McKay

*delete whichever is not applicable.

Date of notice: 10 November 2021

Notice number: 3631645