

Ep3 Renting Matters - Get me outta here.

00:00

This is the third episode in our series called Renting Matters. This episode is about when a tenant chooses to leave a tenancy. It includes themes of domestic and family violence. Please use discretion and call 1800 RESPECT if you need support.

00:24

Hello, everyone. This is Law for Community Workers on the Go, a podcast for community and health workers. My name is Bridget Barker. I work in the Community Legal Education Branch at Legal Aid New South Wales.

I would like to begin by acknowledging that this recording was made on the country of the Widjabul Wyabul people of the Bundjalung Nation and on the country of the Gadigal people of the Eora Nation.

00:53

I acknowledge the traditional custodians of the land and pay my respects to Elders past, present and emerging. I acknowledge that this is Aboriginal land, always was always will be.

01:07

This is a series called Renting Matters. In Renting Matters, we will talk about being a tenant in New South Wales. We will look at the life of a tenancy, getting a tenancy, what can happen during a tenancy and how a tenancy can end. The purpose of the series is to provide you with tips on how you can help your clients with tenancy issues. This series will cover renting in private, public and community housing. It will also delve into other types of living arrangements, such as being a boarder or lodger, or living in a residential land lease community. The series is a joint project between Legal Aid New South Wales and the Tenants' Union of New South Wales.

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The Tenants' Union is a Community Legal Centre that specialises in New South Wales residential tenancies laws. It is the main body resourcing tenancy advocacy services across the state. It works to promote the interests of tenants across New South Wales.

The show notes attached to each episode will include links to resources and to organisations you can contact when you are helping a client with a tenancy issue.

02:26

Please be aware that tenancy laws vary from state to state. So if you are listening to this podcast from another state or territory, the laws about tenancy may be different to those we talk about in New South Wales.

In this third episode of our series called Renting Matters, we speak to Amanda, a tenants advocate with the Northern Rivers tenancy advice and advocacy service about the circumstances in which a tenant chooses to leave a tenancy. Amanda gives some tips on how a community worker can support a tenant leaving because of domestic and family violence.

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Hi, Amanda, thanks for joining us today. Would you tell us about the work that you do?

Yeah, sure. So, my name is Amanda. I'm a tenant advocate. I work at the Northern Rivers Tenants Advice and Advocacy Service. It's a service within the Northern Rivers Community Legal Centre, and I've been a tenant's advocate for about 15 years.

Today's episode is focusing on when a tenant wishes to leave a tenancy. If a tenant wants to leave a tenancy, what do they have to do?

There are a number of different ways to leave a tenancy. Most of the ways require giving a written termination notice and then other ways can be done through an application to the New South Wales Civil and Administrative Tribunal. It's called NCAT for short.

Are there particular notice periods that you have to give if you decide you want to leave?

Yes, often people are in a fixed term agreement, for example, a six month or a 12 month agreement and they wanting to go at the end of that. In that instance, they'd need to give notice to go before the end of that agreement. Before the end of that agreement means right up until the last day even and they can give notice of 14 days, is the minimum notice period for ending a fixed term agreement.

05:00

If you're not on a fixed term agreement, if you're on a periodic agreement is the notice period different?

It is. If you're not in a fixed term agreement, the notice period for ending a periodic agreement, otherwise called a continuing agreement so continuing on after your lease 05:18 is 21 days in writing.

There are other instances of leaving in a fixed term agreement. Sometimes there's personal reasons about why you want to go and you can no longer stay in that tenancy. Since the 23rd of March 2020, people have been allowed to use a break early clause. 05:41 and there are various periods in which you can leave and amounting that you'd be liable to pay for breaking your agreement early.

For example, if you're in a fixed term agreement, and you're leaving 05:55 and less than 25% of that agreement has passed, you'd be liable to pay the landlord a compensatory amount that's equivalent to four weeks of rent. And if it's 25% of your agreement, but not more than 50% of your agreement has passed, you'd pay the equivalent of three weeks of rent. 06:15 50% of your agreement no more than 75% of your agreement, you'd pay the equivalent of two weeks rent. And in the last 75% of your agreement, one week equivalent of rent. You'd still give notice, but there's no notice period. You'd still give written notice.

Amanda until what period is rent payable, once notice has been given?

You do have to pay rent right up until the last day. Before you hand back possession handing back vacant possession means that everyone's moved out, and your furniture and possessions are out and you're ready to hand the keys back.

Another reason that a tenant might choose to end a tenancy is if they have to leave or escape domestic and family violence. What can a tenant do if they're experiencing that situation?

With the Residential Tenancies Act, there were some amendments starting in February 2019, that improved the Act so that people experiencing domestic violence could give a termination notice, so that they could leave immediately. That's to ensure their safety. The termination notice still needs to be a written notice. And the landlord's copy needs to also have a copy of evidence of the domestic violence.

And what sort of evidence would that be?

You do need to prove to the landlord that you are in domestic violence circumstances. And proof of being in domestic violence circumstances can include a DVO, a domestic violence order having been made against the relevant domestic violence offender, and that DVO is in force. So it needs to be in force.

It could be also for the person who needs protection, there could be an injunction under the Family Law Act, where there's evidence of family violence. And also it could be that there's a person who may be a competent person who's written a declaration. It is a standard form template. The template can be found on Fair Trading New South Wales website, or also on tenants.org.au website, there are links to follow there.

A competent person can sign a declaration to say that they're aware that there's that person that or a child of that person in their care has experienced domestic violence while at the residential premises. It can include a health practitioner. 09:00 Also, it could be a person who's registered as a social worker. It could be an employee of a government agency, so someone that's providing child welfare services.

09:14

It could also be a non-government agency, who has government funding to provide services to people experiencing domestic violence or sexual assault. So an example of a service like that might be WDVCS, the Women's Domestic Violence Court Advocacy Service.

09:34

It could be someone at a refuge or emergency accommodation 09:40 service. 09:42 It could be someone who's approved by the Commissioner of Victims' Rights to provide counselling to a person who's experienced domestic violence. So quite a broad definition of people who can fill in a declaration as confident persons to acknowledge 10:00 that you've experienced domestic violence.

If you're in a co tenancy, if and you're giving a domestic violence termination notice to the landlord, you also need to give a domestic violence termination notice to your co tenants. So when it comes to giving one to your co tenants, you do not need to attach evidence of the domestic violence to that one.

What about the process of getting access to the bond when you end a tenancy because of domestic and family violence?

My advice would be to get some advice from a tenants Advice Service like the one that I work at, and they're across the state. In relation to ending your tenancy and there being domestic violence and concerns about the bond, if your co tenant who's been excluded by a final AVO 10:56 has a share in the bond, you have no obligation to pay out their share of the bond. So that's where you're wanting to stay and you want your other co tenant to go. 11:07 You don't have to pay OUT their share of the bond. If you have a final Aveo that excludes them from the rental premises.

In relation to damage during a tenancy where there's been domestic violence, you're not responsible for damage caused during the commissioning of a domestic violence offence, and it is a stricter definition than being able to prove that you're in a domestic violence situation or are you experiencing domestic violence. It is there to protect 11:39 tenants experiencing domestic violence from damage caused as a result of domestic violence in the premises. So often, it can be holes in walls and things like that, Damage to doors or locks.

Also something to be aware of for tenants is that generally speaking, you shouldn't be held liable for damage caused to the property by someone who is unlawfully at the premises. So an intruder, uninvited person who's invaded your home, caused damage, you're not responsible for that damage either. So sometimes when we're talking to persons who have experienced domestic violence and if the damage that's occurred hasn't fitted the definition for a domestic violence at fence, it may be that the person was at the property unlawfully. And so they're protected that way from damage as well. And also, if you've given a termination notice to leave due to experiencing domestic violence, you should not be listed on a tenant database such as TICA.

Also, you might be an exempted tenant, and who's had to end their agreement due to domestic violence. And so what I mean there, is that there might be more than two people in a co tenancy, and there could be domestic violence between two of the tenants. And then one person slightly caught in the middle of that situation. So if the person experiencing domestic violence has given a termination to

everybody to leave that tenancy, the exempted co-tenant is the person who's caught in the middle, can also apply to the Tribunal to end their agreement in the circumstances. So they're also protected from being listed on TICA due to damage caused, or after termination notice has been issued due to domestic violence.

Just in terms of the practicalities if there is a listing on TICA, in that situation, the person who is incorrectly listed can apply to have that listing removed?

If you have been listed on a tenant database, you can apply directly to the Tribunal if it's unjust in the circumstances for you to be listed. You can apply to the Tribunal to have your name removed, and that may be associated with domestic violence and having evidence of domestic violence even without having given a termination notice due to domestic violence. And sometimes that can relate to there being financial control of money and rent not being paid, but you haven't been able to get some evidence about domestic violence during the tenancy. You've fled for your own safety. There's still scope to seek to have a listing removed through the Tribunal if it's unjust in the circumstances and causes you disadvantage.

In terms of people who've experienced domestic violence. It's 14:43 a secondary 14:45 hardship that they may experience if there's a TICA listing because it would be an obstacle for them obtaining a new tenancy.

It definitely is an obstacle for people who have left you to domestic 15:00 violence. There are some services who can provide assistance to assist women who have left violence in "Starting Safely", which can include a rent subsidy as well. 15:15 and there are services that can help 15:18 tenants who have experienced domestic violence to stay on, so "Staying Home and Leaving Violence". So there is some assistance out there and there is still 15:30 barriers once a person has had to give a termination notice due to domestic violence. So often, we would try and connect tenants to services who may be able to assist that may include support services and counselling services. Whatever they can do to take steps to improve their chances of applying for housing.

In your experience, do people ever succeed in getting their bond back when they've had to leave a tenancy with the perpetrator of the violence?

There are other factors that come into the bond, not just the domestic violence situation and it can depend on the nature of the relationship. Sometimes people aren't named as the tenant and are just occupants. And so obviously, they are immune to the impacts of on the bond. If they're the person who has experienced domestic violence and there is damage to the property. If they're a co-tenant, I think there is a very good chance of not being held responsible for damage caused during the commissioning of a domestic violence offence if there's good evidence. So the law is there to protect tenants who have experienced domestic violence, have evidence of damage caused due to the commissioning of a domestic violence offence and it's a matter of proving to the satisfaction of the Tribunal that that's where that damage has happened and hopefully the Tribunal would find in their favour.

So you can seek an order in the Tribunals for a return of your share of the bond if it's been a co-tenancy situation?

Yes. So what you would start by doing is putting the co-tenant on notice. Once you've given a termination notice to leave due to domestic violence, putting them on notice that you would like your share of the bond to be refunded to you if they're staying and you're leaving.

17:31

And give them 14 days' notice. And basically, if they don't respond to that you can then apply to the Tribunal for an order about a dispute in relation to the bond.

What if the victim of domestic violence wants to stay in the premises and would like for the perpetrator to leave? Is that ever possible?

It is, I guess there are a couple of scenarios in which it's possible in the Residential Tenancies Act. If you're able to get a final AVO 18:06 with an exclusion order that specifically stops that person who's using violence from coming to the rental property, 18:15 then basically, from that point, their tenancy ends immediately. It's quite a lengthy process to get to the point of a final AVO and also as I understand it, often 18:29 the DVLO (Domestic Violence Liaison Officer) who may assist or other police officers who are assisting in the matter are reluctant to put that kind of term on an AVO.

You can apply to the New South Wales Civil and Administrative Tribunal for an order to end the tenancy of your co-tenant in the special circumstances of the case and where there's domestic violence and evidence of that. So you've got sufficient evidence of it, whether it's a statement from support workers and counsellors, it could be a declaration or something along those lines. Once you've got evidence that you have been experiencing domestic violence, hopefully the Tribunal would find that is sufficient to prove that you have special circumstances for ending the tenancy of your co-tenant 19:20 and they can also make orders about 19:24 the way that any monies owing need to be payable to particular co-tenants. so that is another option and you can seek an urgent hearing to try and speed up the process of having your matter decided.

Are you seeing any reluctance in tenants calling your service who report experiencing domestic violence but not wishing to leave because of the pressure in the current housing market?

I have had some calls in relation to that 20:00 situation, they have preferred to stay 20:04 and try and end the tenancy of their co-tenant. Often there's been children involved. If the relationship has broken down, they try and seek an agreement about parenting of the children and access with the children before they take steps to try and end the tenancy of the co-tenant. Yes, it is definitely a factor that they are wanting to stay because of the difficulty and also the additional barriers of 20:35 being in a small community. Often when you're applying for housing, if you've given references of your previous 20:43 landlords or real estate agents, and they're called upon, and information is shared about the way the tenancy ended. That can also put you at a disadvantage.

It seems to me that people who have left due to domestic violence do face additional barriers. There may be some products that could assist through DCJ Department of Communities and Justice in terms

of maybe a tenancy guarantee, which is additional money as a guarantee for a particular tenant who have lots of special circumstances or vulnerabilities making it hard for them to secure housing. Or there may be some other assistance to encourage landlords in the future to rent to tenants who have left due to a domestic violence situation.

Does your particular service have a policy about how you manage queries from tenants who report they're experiencing domestic and family violence?

We do. We triage clients. So basically clients who are at high risk or are a high priority, and we aim to get back to women experiencing domestic violence, on the day that we received the referral, particularly around wanting to stay or leave.

22:05

If it's in relation to a bond matter, it may take longer to get some advice, but we do prioritise people at risk. Absolutely.

Does your service ever work with support workers or community workers who might be supporting someone in that situation?

Often that's where the referrals come in from is through a support worker who has permission to speak with us on that person's behalf, some kind of authority to act because we don't tend to give third party advice. So we would be looking for permission to speak to that particular person

22:40

Our funding unfortunately, doesn't 22:44 cover general case management, but where we are assisting a client to gather evidence or 22:53 for us to have a better understanding of their situation, we do find that we work often with other services, assisting women who have left or staying or experiencing domestic violence.

In terms of those third-party services, who might be supporting people in that situation. Would you have any tips or suggestions that you could make about how 23:20 those workers could support a tenant when they're trying to leave a tenancy?

If they are someone who would be considered a competent person, being willing to fill in the declaration would be a good start. Referrals to our service. Referrals to 23:39 the CLC, the Community Legal Centre, 23:43 or Legal Aid for help with a victims' recognition payment.

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And, and some counselling. Often if they are prepared to tell the story on behalf of the person experiencing violence so that that person isn't rehashing their experience over and over again and maybe writing a chronology or a little summary about what's happened. That might be a good way to go as well so that they're not re-traumatising, the person who's experienced violence every time they're seeking the assistance of a new service.

What about goods left behind if you leave some of your belongings behind when you're leaving does a tenant who leaves property behind have the ability to retrieve that property later?

Probably the first thing to try and do is negotiate a time with the landlord to collect your possessions. If you can do that in writing. Date and keep a copy. And the landlord is supposed to give you appropriate notice to collect your things. And the notice periods depend on the value of the goods. So if you can't reach an agreement with your landlord about collection of your goods, you probably should as soon as possible, apply to the Tribunal you 25:00 know, to have access to the premises to collect your possessions. It's now all covered under the Uncollected Goods Act. And so the landlord is supposed to give you notice of 14 days' and that's a verbal notice, 14 days' notice and if you can't be contacted the, they're entitled to dispose of those things by any means appropriate.

It's 28 days' notice for personal documents, and then for goods valued at \$1,000, up to \$20,000, once they've given that notice, if you can't be contacted, and they seeking to dispose of those goods, they can sell by public auction or private sale. And if it's goods that are valued over \$20,000, they do have to seek NCAT orders about disposal. So I'm imagining when that's things like cars that have been left behind or something like that. Under the Uncollected Goods Act, if you do need to apply for orders, it also happens through NCAT. If the landlord hasn't done what is required in accordance with the law to give a notice and correct disposal of your goods and things, 26:10 you can apply to the Tribunal for compensation for goods that have been unlawfully disposed of, or if they've been damaged while the landlord's held on to them. 26:21 You can apply for orders for goods to be returned to you and you can also apply for orders for the proceeds of sale of your goods.

So if they've been disposed of, the landlord recoups 26:34 the value of any debt with any NCAT orders, and then there may be money left over.

And what is the meaning of vacant possession when you are leaving a tenancy and you have to provide the landlord with vacant possession?

Vacant possession is when you've left the premises. So anyone who was living at the premises with you is no longer there, the premises is empty of your possessions, and you've handed the keys back as well. The landlord doesn't have an ability to let the place again, while someone else is holding a copy of the keys. They do need to provide reasonable security for the next tenant. So if you've still got a copy of the keys, it's possible that the landlord could still charge you either the rent or the daily occupation fee, which is the daily rent once your tenancy has ended and the Tribunal's made orders. You may be liable for ongoing rent if the landlord doesn't have a copy of the keys back.

Is there anything else you'd like to add about a tenant choosing to leave a tenancy?

So there are occasions where tenants can leave a tenancy in a fixed term or agreement without owing compensation to the landlord in certain circumstances. For example, if they've been made an offer of social housing, 28:03 or accepted into an aged care facility, 28:07 or even where the landlord has failed to disclose that the rental property is going to be put on the market before you've entered into that agreement and on finding out, it's not something that's going to be tenable for you. So in those

instances, you can give 14 days' written notice to go and not be liable for the remainder of the fixed term.

There are occasions where tenants end or want to end their agreement due to a breach of the agreement by the landlord that's serious enough to warrant terminating your tenancy. And that could be for example, failing to carry out an urgent repair that makes your living arrangement untenable. You probably want to get some advice on it. But there are two methods that you could use and one is to give a termination notice giving 14 days' notice to end for the landlord breach. And from there, the landlord has a short period of seven days to remedy the breach if they don't want that termination to go ahead. And so if you don't use that method, and you still want to end for landlord breach, you can apply directly to the Tribunal to let the Tribunal make a decision that the breach is serious enough to warrant terminating.

There's also failing to disclose a material fact. So if the landlord or agent has induced you to sign a lease, and they've made false representations or deceptive representations, provided misleading facts 29:38 or concealing a material fact, you can give a 14 days' notice for that reason as well. So in our area, some pertinent things might be that they haven't disclosed the property was subject to flooding in the last five years, or bushfire in the last five years, that could be a failure to disclose a material fact 30:00 and if it's impacting your use of the premises, then that would make your case stronger to leave for landlord breach.

30:11

It could be that they haven't disclosed a significant health or safety risk. So something that's not apparent to a reasonable person, for example could be 30:21 when you inspect the property, you might not notice because it's been treated or painted over, that the property is subject to significant mould, or something along those lines, that is a health and safety risk. And another example might be that the property was the scene of a violent crime within the last five years. So there's a whole host of things that they should have disclosed before 30:45 signing a tenancy, which may mean that you can give a termination notice if they failed to disclose that information to you.

There are a few other instances where you can give an immediate termination notice and so this can happen vice versa when it comes to what's called frustration of contract. Frustrated agreement usually means that the property has become wholly or partly unlivable, due to often a natural disaster, due to anything that is not a breach of the agreement. Maybe a severe storm or something has taken the roof off and made the property either wholly or partly uninhabitable, you can give immediate termination in that instance, you can be issued with an immediate termination notice as well. You can give immediate termination if the property is no longer lawfully able to be used as a residence. So that might be times where the council has deemed the dwelling to be an illegal dwelling and made some kind of orders against the landlord to ensure nobody lives in the dwelling.

31:52

Also possibly compulsory acquisition. So sometimes where the government might buy land to build roads and things like that. So you can once you're notified about things like that give immediate termination.

I can mention the option that if you're in a fixed term, to try and transfer your agreement or sublet subletting when a co-tenant has left. So if more than one person is in a tenancy, and one person leaves, the other person can seek to have a new person added to that agreement, or to sublet and be the head tenant. And the landlord can't unreasonably withhold a partial change in that tenancy. So as long as there's one original tenant remaining in the tenancy agreement, it would be an unreasonable refusal to just say a blanket "No". The landlord has to have genuine reasons to say no, 32:52 and they can't unreasonably withhold consent.

With a transfer it would be a transfer of the whole of tenancy and so the landlord can 33:02 refuse consent to a full transfer of the tenancy, that's an option to put to the landlord and sometimes where there are good relationships and people are quite familiar with other people who might be coming into the property instead. It is a possible scenario that the landlord would agree.

Thank you. I really appreciate you participating. Okay, I hope that's helpful to anyone listening.

We are now going to hear from Jemima, Policy and Advocacy Coordinator at the Tenants' Union of New South Wales, who is also a long-term tenant in Sydney. Jemima gives her top tips on getting your bond back at the end of the tenancy.

I'm Jemima. I'm the Policy and Advocacy Coordinator at the Tenants' Union of New South Wales but I'm also a renter. I've been renting my home for a very long time, for 20 years or more. You can imagine as a renter, I have moved a lot, That's what us renters do. We move a lot and not always by choice.

So I have a lot of fun stories. I have whittled down all of that experience to four top tips. Number one top tip for your bond when making a bond claim. Make sure that you have taken lots of lots of photos when you move in, and that you take lots and lots of photos when you move out. You want to be able to show what the house was like when you moved in and then the condition that you're moving out with. So one of the things that came up for us for example, in my last move was the condition of our lawn. The landlord was convinced that my puppy dog Harley, had made the lawn very patchy. But we had photos of the lawn at the start because we could see it was a bit patchy when we moved in and then we have photos at the end. It was winter when we moved out and summer when we moved in, and actually the difference between the lawn it wasn't that big and probably 35:00 all to do with winter sun. It was a pretty shady backyard.

Number two preemptive chat. 35:07 That means get in touch with your landlord or agent early on after you've given notice, or you get an eviction notice and do like a little walkthrough and work out what are the issues, what are the concerns because sometimes you can iron it out early. One move, I remember, we had an issue with the kitchen bench, the landlord wanted to charge us for some stains that were on the kitchen bench, but we could show and point to the emails that we'd sent logging concerns about the kitchen bench because it was unstained, it was unfinished. So we knew that there was some stains coming up when whenever we were cooking in the kitchen. Just you know, general use of a kitchen, not negligent, not intentional, just everyday use, fair wear and tear and we'd logged that all along in terms of "Hey, by the way, you haven't finished the kitchen benches. And so when they raised that during the

walk around, we could easily say, "Actually sorry, we've already brought this up with you. This isn't, this is a fair wear and tear issue. This isn't something we're liable for."

Third top tip. Assert your rights. One of the things that I know comes into a lot of tenancy agreements, if you're a pet owner, is that they put in this clause saying you have to professionally clean the carpet or fumigate if required. And so when we did that preemptive walk around actually the, I think the agent said to me, okay, so when are you organising the fumigation? And I said, "I'm not organising a professional fumigator". They said, "But it's your obligation, you have to do that". And I said, "No, I've signed the lease, I know the term. But what that says is that if there's any evidence there's a problem with fleas or some other kind of pests, then it's on me to make sure the fumigator comes in, and I need to pay for that. But I don't think there's any evidence of fleas. And I'm really happy to do a walk around with you and check all of the corners and nooks and crannies, and we can inspect my poor puppy dog, but she doesn't have fleas so I'm not paying for fumigator". And look to be honest, agent or landlord weren't thrilled with that, but I stood firm, and I asserted my rights.

Number four. Claim your bond, I think this is a really great tip, and quite a few people don't know about it, is that you don't need to have your landlord or agent signature on a claim for your bond. You can make the claim for your bond just directly with the Rental Bond Board. The minute that you've handed back the keys, you can call in, go online, and get the form, fill it in and make a claim for whatever you think is reasonable.

And what that does, is it then puts it on the landlord or agent to actually make an application to Tribunal if they dispute. If they don't agree with your claim. And they have to weigh up "Do we have the evidence do we have, would we be able to convince a Tribunal member that actually the tenant is liable for that damage or that repair? And do we have the invoices and quotes to show how much that work is going to cost and justify the claim that we're making?" and a lot of times they realise "Actually we don't" and drop a claim. And last move I got my bond back after the 14 days.

So yeah, my four top tips: really document photos in the conditional report. what it's like when you move in what it's like when you move out.

Number two have preemptive chats when you're moving out and actually all throughout your tenancy wherever concerns come up.

Number three. Assert your rights. Don't back down. Be confident where you're sure that actually you're not liable. Just hold firm and make your argument.

And number four, claim your bond. Be on the front foot. Cheers. Good luck.

That's all for this episode. Have a look at the show notes for links to useful resources about leaving a tenancy. There are also phone numbers and links for help if you are experiencing domestic and family violence. 39:17 The telephone number to call for help is 1800 Respect. That's 1-800-737-7322

39:29

Our next episode will look at when a landlord asks a tenant to leave. We speak to Justin, Assistant Principal Solicitor at Marrickville Legal Centre. Justin gives his two main top tips for tenants who receive a notice of termination.

“I probably have two main top tips. One would be first to check if the notice is actually valid. Is it in writing? Has it been signed? Does it set out the address of your tenancy? Does it say what date you need to leave? Is the grounds stated 40:00, if there is a ground, and most importantly is the notice period correct? 40:05 The validity of the notice is important to determine what your next steps might be. The second main tip I'd have is you're actually not required to leave on the day that the notice says, contrary to what many agents and landlords will tell you, and the landlord cannot evict you without an NCAT order.”

We also speak to Alison and Amanda who are solicitors working at Redfern Legal Centre in the housing and tenancy team, so join us for our next episode which will be out soon.