

# Notice of intention to leave (Form 13)

Residential Tenancies and Rooming Accommodation Act 2008 (Sections 302–308, 327 and 331–332)  
COVID-19 Emergency Response Act 2020 (Section 24)  
Residential Tenancies and Rooming Accommodation (COVID-19 Emergency Response) Regulation 2020 (Section 41)\*



## 1 Address of the rental property

	Postcode

## 2 Notice issued by

1. Full name/s		
Forwarding address		Signature
	Postcode	
Phone	Mobile	Date
Email		

2. Full name/s		
Forwarding address		Signature
	Postcode	
Phone	Mobile	Date
Email		

3. Full name/s		
Forwarding address		Signature
	Postcode	
Phone	Mobile	Date
Email		

## 3 Notice issued to Property owner Property manager


## 4 Notice issued (See overleaf for grounds/reasons)

- without grounds  
 with grounds (provide details)

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If you are leaving due to domestic and family violence, please complete a [Domestic and Family Violence Notice ending tenancy](#).

## 5 Notice issued on

Day	Date	Method of issue (e.g. email, post, in person)
<input type="text"/>	<input type="text"/>	<input type="text"/>

## 6 I/We intend to vacate the property by midnight on

<input type="text"/>	(Minimum notice periods apply – see overleaf)
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**Do not send to the RTA—give this form to the property owner/manager and keep a copy for your records.**

Note: this form can only be used until 31 December 2020 as stated in section 3 of the Residential Tenancies and Rooming Accommodation (COVID-19 Emergency Response) Regulation 2020.

\*As amended by Residential Tenancies and Rooming Accommodation (COVID-19 Emergency Response) Amendment Regulation 2020.



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The tenant/s give this notice to the property owner/manager 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 property owner/manager 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 – visit [rta.qld.gov.au](http://rta.qld.gov.au) or phone 1300 366 311.

If tenants are leaving because of an unremedied breach, this notice can only be given after the 7 day remedy period has expired.

If the tenant/s are giving this notice because of an unremedied breach by the owner or manager, 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 notice periods.

## Minimum notice periods

**COVID-19 arrangements update for residential tenancies:** From 30 September 2020, a tenant can no longer issue a *Notice of intention to leave* after moving into the property to find that it is not in good repair. Notices issued for this reason on or before 29 September 2020 are still effective.

Tenants experiencing domestic and family violence can continue to end their interest in a tenancy quickly and safely until the end of the COVID-19 emergency period (until 31 December 2020) by completing a [Domestic and Family Violence Notice ending tenancy](#).

From 30 September 2020, normal processes and grounds apply to ending agreements for reasons not related to COVID-19, except where outlined in the below tables.

Grounds (reasons)	General tenancy	Moveable dwellings (long-term agreement)	Moveable dwellings (short-term agreement)
A person escaping domestic and family violence (available to 31 December 2020)	7 days, but can leave immediately	7 days, but can leave immediately	n/a
Without grounds*	Periodic – 2 weeks Fixed term – the later of 14 days or the day the agreement ends	Periodic – 14 days Fixed term – later of 14 days or the day the agreement ends	1 day
Unremedied breach	7 days	2 days	n/a
Non-compliance with QCAT 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 (subject to criteria)	2 weeks	1 day

\*Parties can agree to end earlier but it must be agreed in writing.

## Grounds for which this notice may not be used

Excessive hardship	By QCAT order	By QCAT order	By QCAT order
Damage	By QCAT order	By QCAT order	By QCAT order
Injury	By QCAT order	By QCAT order	By QCAT order
Objectional behavior	By QCAT order	By QCAT order	By QCAT order
Incompatibility	By QCAT order	By QCAT order	By QCAT order
Repeated breaches by lessor/provider	By QCAT order	By QCAT order	By QCAT order