

FACT SHEET

Tenancy termination grounds for landlords

Tenancy terminations 'without cause' are no longer possible in the ACT. This means tenancies can only be ended for a reason or 'ground' set out in the *Residential Tenancies Act 1997* (**the Act**) or the Standard Residential Tenancy Terms (**the Standard Terms**) (which apply to all tenancies in the ACT).

There are a wide range of grounds that may be available to landlords who want to end a tenancy, depending on the circumstances. The process and timeframes for termination will depend on the ground for termination.

Whether a termination ground can be used may depend on whether the tenancy is fixed or periodic. A fixed term tenancy is one where the end date of the tenancy is specified in the tenancy agreement (eg a 1-year lease). A periodic tenancy is one that continues indefinitely without a fixed period (sometimes referred to as a 'month-to-month' lease).

This fact sheet provides general information to help you understand tenancy laws. It does not constitute legal advice. Information on where to obtain legal advice is provided below.

Grounds for ending a tenancy agreement

A brief overview of the grounds on which a private landlord may end a tenancy is provided below.

Termination by mutual agreement

- Landlords and tenants can **terminate a tenancy by mutual written agreement**.
- This can occur at any time agreed between the parties.
- This applies in both periodic and fixed term agreements.
- This ground only operates if the tenant moves out in accordance with the agreement.

Breach of the agreement

- Landlords can terminate a tenancy where **the tenant has breached the agreement**.
- 'Breach' is a term to described when someone does not comply with the terms of a tenancy agreement. This may include actions like falling behind in rent, damaging the property or disrupting the quiet enjoyment of neighbours.
- Ending a tenancy due to breach requires the landlord to follow certain procedures set out in the Standard Terms and the Act, including issuing 'notices to remedy' and 'notices to vacate.'
- The **process differs slightly depending on whether the breach is due to non-payment of rent or another type of breach**.

- If the tenant does not move out in accordance with a notice to vacate, the landlord needs to apply to the ACT Civil and Administrative Tribunal (**ACAT**) for an order to end the tenancy.
- ACAT will determine whether the nature of the breach warrants termination.
- If the breach relates to the non-payment of rent, ACAT has the option to make a payment order (requiring the tenant to pay their rent and an amount towards their rent debt) instead of ending the tenancy.
- This ground applies in both periodic and fixed term agreements.

Sale of the property

- Landlords can terminate a tenancy where they genuinely intend to **sell the property**.
- The landlord must provide the tenant **8 weeks' notice plus evidence** of their genuine intent.
- Evidence might include a statutory declaration or (if available) a sales contract.
- This ground applies during a periodic tenancy only.
- If the tenant does not move out in accordance with a notice to vacate, the landlord needs to apply to ACAT for an order to end the tenancy.
 - **Note:** If the agreement is a fixed-term agreement, the tenancy cannot be ended for the purpose of selling the property. Instead, the property can be sold subject to the tenancy continuing for the duration of the fixed term. The buyer could then end the tenancy after the fixed term ends under one of the available grounds (such as wanting to move in or wanting to renovate or rebuild).

Landlord, a family member, or someone close to them moving in

- Landlords can terminate a tenancy if the **landlord**, or a **relative or someone with a close relationship with the landlord, genuinely intends to live in the property**.
- Landlords must provide the tenant **8 weeks' notice plus evidence** of their genuine intent.
- Evidence might include a statutory declaration.
- This ground applies during a periodic tenancy only.
- If the tenant does not move out in accordance with a notice to vacate, the landlord needs to apply to ACAT for an order to end the tenancy.

Renovation, rebuilding or major repairs

- Landlords can terminate a tenancy if they genuinely intend to **rebuild, renovate, or make major repairs to the property**, which cannot reasonably be carried out with the tenant living there.
- The landlord must provide the tenant **12 weeks' notice plus evidence** of their genuine intent.
- Evidence might include a statutory declaration, quotes from a tradesperson, architectural plans or a development application.
- This ground applies during a periodic tenancy only.
- If the tenant does not move out in accordance with a notice to vacate, the landlord needs to apply to ACAT for an order to end the tenancy.

Change of use

- Landlords can terminate a tenancy if they genuinely intend to **use the property for a lawful non-residential purpose**. This could include converting the use of the property to a business use, so long as the proposed use is lawful (for example, it would need to comply with zoning rules or crown lease requirements in relation to permitted uses for the premises).
- The landlord must provide the tenant **26 weeks' notice plus evidence** of their genuine intent.
- Evidence might include a statutory declaration, a business plan, or a development application.
- This ground applies during a periodic tenancy only.
- If the tenant does not move out in accordance with a notice to vacate, the landlord needs to apply to ACAT for an order to end the tenancy.

Posting

- Landlords can terminate a tenancy where they are **posted to the ACT in the course of their employment**.
- This clause can **only be used if the posting termination clause is included in the tenancy agreement** at the start of the tenancy.
- The landlord must provide the tenant **8 weeks' notice plus evidence** of the posting.
- Evidence might include a letter from the landlord's employer with details of the posting.
- This ground applies to both fixed term and periodic tenancies.

Significant hardship

- Landlords can terminate a tenancy where the **landlord will suffer significant hardship** if the tenancy is not terminated.
- Landlords must apply to ACAT for permission to end a tenancy on this ground.
- This ground applies to fixed term tenancies only.
 - However, if the tenancy is periodic, a landlord experiencing hardship could end the tenancy on other grounds, such as wanting to sell or move in, if applicable.
- ACAT can end a tenancy on this ground if it is satisfied that the landlord's hardship will be greater than the hardship the tenant would suffer if the agreement were to be terminated.
- The amount of notice ACAT will give to the tenant to vacate the property will depend on the comparative degree of hardship that will be suffered by the landlord and tenant.
- There is a **presumption the tenant will be given 8 weeks to vacate unless the landlord would suffer significant hardship if the tenancy is not ended sooner**.

Serious damage or injury

- Landlords can terminate a tenancy where the tenant has caused (or recklessly permitted):
 - **serious damage to the premises, or other property of the landlord**

- **injury to the landlord or a member of the landlord's family** (or if the landlord is a corporation – injury to a representative of the corporation or a member of the representative's family), or
- **serious or continuous interference with the quiet enjoyment of nearby premises.**
- Landlords must apply to ACAT for permission to end a tenancy on this ground.
- This ground applies to fixed term and periodic tenancies.

Threatening, harassing, intimidating or abusive behaviour

- This ground applies where a tenant has engaged in:
 - **conduct that is threatening, intimidating, harassing or abusive towards the landlord, or**
 - conduct that the landlord is reasonably likely to find threatening, intimidating, harassing or abusive.
 - **Note:** This also captures conduct against an agent or representative of the landlord or **conduct against a family member** of the landlord.
- Landlords must apply to ACAT for permission to end a tenancy on this ground.
- Landlords must advise the tenant of the conduct that they consider to be threatening, harassing, intimidating or abusive 2 weeks before applying to ACAT, so the tenant is aware of the landlord's concerns.
- ACAT will not be able to list the matter for hearing until at least 3 weeks after the landlord has given notice of the problematic conduct to the tenant.
- This ground applies to fixed term and periodic tenancies.

Abandonment

- The tenancy is considered to have terminated on the day **the tenant abandons the property.**
- The Act sets out a process for the landlord to confirm whether the property has been abandoned.
- If there is a dispute about when the property was abandoned, then either party may apply to ACAT for an order declaring when the property was abandoned.
- This ground applies to both fixed term and periodic tenancies.
- The landlord can apply to ACAT for compensation from the tenant. The amount of compensation to which a landlord may be entitled will depend on whether the tenancy is fixed or periodic.

Tenant sublets without consent

- Landlords can terminate a tenancy where **the tenant purports to:**
 - **consent to a person becoming a co-tenant, or**
 - **assign or sublet the premises**

and does not follow the process set out in the Standard Terms (or a term endorsed by ACAT) (for example they do not obtain the landlord's consent).

- Landlords must apply to ACAT for permission to end a tenancy on this ground.
- This ground applies to fixed term and periodic tenancies.

Uninhabitability

- Landlords can terminate a tenancy **where the property is not fit for habitation** (for example, if flooding event damages the property so it is no longer safe to live in).
- The landlord must give the tenant **at least 1 weeks' notice**.
- The tenant does not have to pay rent from the date the property is unfit for habitation (regardless of whether the landlord gives the tenant a notice to vacate).
- This ground applies to both fixed term and periodic tenancies.

Tenant and lessor become the same person

- The tenancy is considered to have terminated where **the tenant and the landlord are the same person**.
- For example, this might occur if the tenant is renting a property under a fixed term agreement and the property is sold subject to tenancy. If the tenant purchases the property, the tenancy is taken to have ended when the tenant and the landlord become the same person (that is at the completion of the sales process).
- This ground applies to fixed term and periodic tenancies.

Tenancy provided as part of employment and employment has ended

- Landlords can terminate a tenancy where **the tenant lived in the property as part of an employment agreement that has ended**, and the landlord needs to use the property for another employee.
- Landlords must apply to ACAT for permission to end a tenancy on this ground.
- ACAT must give the tenant **at least 4 weeks to vacate** the property.
- This ground applies to fixed term and periodic tenancies.

Tenancy induced by a false or misleading statement from the tenant

- Landlords can terminate a tenancy where the landlord entered into the agreement because of a **false or misleading statement made by the tenant**.
- Landlords must apply to ACAT for permission to end a tenancy on this ground.
- This ground applies to fixed term and periodic tenancies.

Property contains loose fill asbestos

- Landlords can terminate a tenancy where **the premises contains, or has contained, loose-fill asbestos insulation** or where the property is an eligible impacted property under the ACT Government's loose-fill asbestos property buyback program.
- Landlords must apply to ACAT for permission to end a tenancy on this ground.

Successor in title (other than by sale of the property)

- A person, other than the landlord, who would be entitled to possession of the property can terminate a tenancy (not including when the property is sold, and the purchaser knew or could reasonably be expected to know about the tenancy).
- For example, a successor in title could include:
 - where the landlord dies and their child inherits the property, the child could terminate the tenancy; or
 - where the landlord defaults on a mortgage over the property and the lender forecloses on the mortgage, the lender could terminate the tenancy.
- Requires the successor in title to **inform the tenant** as soon as practicable after becoming entitled to possession **that they are the successor in title** and to **give the tenant at least 8 weeks' notice**.
- This ground applies to both fixed term and periodic tenancies.
- Landlords must apply to ACAT for permission to end a tenancy on this ground.

Premises unavailable due to Government action

- Landlords can terminate a tenancy where the premises is not or **will not be available because of Government action within a period of 4 weeks of the date of the notice**.
- Requires the landlord to give the tenant **at least 1 weeks' notice**.
- This ground applies to both fixed term and periodic tenancies.
- Landlords must apply to ACAT for permission to end a tenancy on this ground.

Repudiation

- Landlords can terminate a tenancy where **the tenant repudiates the tenancy in writing and specifies a vacate date** (but **does not move out** of the property by the date they have indicated on the notice).
- 'Repudiation' is a legal term for when someone is unable or unwilling to perform their obligations under a contract. However, repudiation is more than a simple breach – it is an unwillingness (or inability) to comply with fundamental obligations under the lease.
- The landlord must have accepted the notice of repudiation. This means they must have accepted that the tenant is unable or unwilling to continue with the lease.
- Landlords must apply to ACAT for permission to end a tenancy on this ground. They are not required to issue any notice to vacate to the tenant before applying to ACAT.
- As this ground is rarely used, landlords may wish to seek legal advice before relying on it.
- This ground applies to fixed term and periodic tenancies.

Other termination grounds available under the Residential Tenancies Act

There are other termination grounds available under the Act that may be initiated by tenants or initiated in respect of certain types of tenancies:

- For information about termination grounds available to tenants refer to the Renting Book. The Rent Book is available from the Justice and Community Safety website here: <https://www.justice.act.gov.au/renting-and-occupancy-laws>
- For information about additional termination grounds in public housing tenancies refer to FACT SHEET: New grounds to end a public tenancy, available on the Justice and Community Safety website here: <https://www.justice.act.gov.au/renting-and-occupancy-laws/reforms-to-tenancy-and-occupancy-laws-in-2023>
- For information about additional termination grounds available in community housing, crisis accommodation and other subsidised accommodation tenancies refer to FACT SHEET: Grounds for ending a tenancy: community housing, crisis accommodation or subsidised accommodation, available from the Justice and Community Safety website here: <https://www.justice.act.gov.au/renting-and-occupancy-laws/reforms-to-tenancy-and-occupancy-laws-in-2023>

Where to go for more information or assistance

Information on tenancy reforms

For more information on tenancy reforms refer to the [Justice and Community Safety website Reforms to tenancy laws in 2023](#).

Legislation

The *Residential Tenancies Act 1997* and the *Residential Tenancies Regulation 1998* are available on the ACT Legislation Register at www.legislation.act.gov.au

Tenants Advice Service (A division of Legal Aid ACT)

The Tenancy Advice Service ACT (operated by Legal Aid ACT) is funded by the ACT Government to provide free and confidential legal advice to tenants. For more information, and a range of online resources for tenants, see: <https://www.legalaidact.org.au/tasact> or contact 1300 402 512 or TAS@legalaidact.org.au.

Canberra Community Law

If you are a tenant in public housing (from Housing ACT), crisis accommodation or social housing (provided by a community housing provider), or if you want to find out if you are eligible for these services, the Housing Law service at Canberra Community Law can provide you with free and confidential legal advice. For more information, and a range of online resources for public housing tenants, see: <https://canberracommunitylaw.org.au/>

You can contact them on (02) 6218 7900 or info@canberracommunitylaw.org.au

Law Society of the ACT

The Law Society of the ACT Connects individuals and organisations with the legal profession and provides information fact sheets to assist understanding of the law. It can provide referrals to landlords or agents wanting advice on tenancy law matters. For more information go to www.actlawsociety.asn.au

ACT Civil and Administrative Tribunal (ACAT)

More information about the ACT Civil and Administrative Tribunal is available at www.acat.act.gov.au. The Tribunal does not give legal advice but can provide information about its processes. The Tribunal can be contacted on (02) 6207 1740 or tribunal@act.gov.au.