NOTICE BY LANDLORD TO TENANT TO REMEDY BREACH OF AGREEMENT - NOTICE OF TERMINATION

(Note: For periodic tenancies. Form 3 should be used for a notice of termination where no breach of agreement is alleged.)

To: .................................................................................................................................................... (Insert name of tenant) Address of premises: ......................................................................................................................................................................................................................................

1. I give you notice that you are in breach of the residential tenancy agreement that relates to the premises referred to above. This breach is as follows: .............................................................................................................................................................................................................................................................. (Include enough details so that the tenant receiving this notice will know exactly what the breach is)
2. You must remedy the breach as follows: ........................................................………............…. ...................................................................................................................................................................................................................................................................................................... (Include enough details so that the tenant receiving this notice will know exactly what has to be done to remedy the breach) (If insufficient space, attach a separate sheet) B. You must remedy this breach within ...…... days from the date on which this notice is given to you. (insert number of days as per information on page 3)
3. C. If the breach is not remedied within this period, then - (a) the tenancy is terminated by force of this notice; and (b) you must give up possession of the premises on or before: ……/……./…… (insert date as per information on page )
4. Signature of landlord/agent: ................................................................ Date:….…/…..../….… Full name of landlord/agent: ............................................................................................................ Address for service of landlord/agent: ....................................................................................................................................................................................................
5. This notice was served on ….…../…..…./….…. by: ☐ personally handing it to the tenant ☐ mailing it to the tenant ☐ placing it in the tenant’s letterbox ☐ faxing or emailing it to the tenant ☐ other [please specify] …………………………. Page 1 of 3 INFORMATION FOR THE TENANT 1. You may at any time after receiving this notice, while remaining in possession of the premises, apply to the South Australian Civil and Administrative Tribunal (SACAT) for an order - (a) declaring that you are not in breach of your residential tenancy agreement; (b) declaring that you have remedied the breach within the notice period; (c) reinstating the tenancy.