**Example of letter to rental provider about a notice to vacate
that is not legally valid**

**1.** Use this letter if you are listed as the renter on the rental agreement (lease).

**2.** Read the below examplesto help you describe your own situation in the letter to the rental provider (the official name for the landlord), which starts on the next page. Remember these are examples only. What the rental provider did – and what you want them to do – may both be different from this list. Put details for your situation in the letter.

**Examples of what the rental provider did**

* You have served me an invalid Notice to Vacate
* You have sent me many text messages that contain threats that I need to leave
* You have attempted to force me to leave by sending me a stream of harassing text messages or emails.
* You have turned up at my property unlawfully today and told me that you will be back tomorrow to change the locks if we do not leave by the morning

**Examples of what you want the rental provider to do**

* Please immediately stop your threats to unlawfully remove me from the premises and change the locks
* Please immediately stop calling me and harassing me to leave
* Please do not make a VCAT application on the basis of this invalid notice to vacate

**3.** A notice to vacate must meet certain requirements to be legally valid, as set out below:

* Be in the proper form
* Be addressed to you
* Be signed and dated by the rental provider or agent
* Clearly state the reason for the notice with sufficient detail
* Be a valid reason under Victoria’s rental law, the Residential Tenancies Act
* State the termination date, which is the date they have asked you to leave by
* Be accompanied by documentary evidence, where required

Select from this list the requirement or requirements missing from the notice to vacate you received, and insert these into your letter.

**4.** Delete this cover page and also delete the instructions and examples not relevant to your circumstances in the letter itself before you send the letter to your agent or rental provider. If you have a real estate agent acting on behalf of your rental provider, you should send this letter to the agent. Send the letter to the rental provider if they do not use a real estate agent.

*[Date]*

*[Agent or rental provider name]*

*[Agent or landlord address]*

**By email***: [agent or rental provider email address]*

Dear *[name of agent or rental provider]*

**Renter:** *[name of all renters named on the lease]*

**Rented Premises:** *[address of rental]*

**Notice to rental provider to refrain from contravention of the Residential Tenancies Act 1997 (Vic)**

I am writing to ask that you immediately refrain from committing a breach of the *Residential Tenancies Act 1997* (Vic).

I remind you of your legal duty not to obtain possession of a rented premises unless in accordance with the Residential Tenancies Act, section [91P](http://www.austlii.edu.au/cgi-bin/viewdoc/au/legis/vic/consol_act/rta1997207/s91p.html). This section provides that a rental provider or a person acting on their behalf must not, except in accordance with this Act, require, compel or attempt to compel the renter under the [rental agreement](http://www.austlii.edu.au/cgi-bin/viewdoc/au/legis/vic/consol_act/rta1997207/s3.html#tenancy_agreement) to vacate the [rented](http://www.austlii.edu.au/cgi-bin/viewdoc/au/legis/vic/consol_act/rta1997207/s3.html#rented_premises) [premises](http://www.austlii.edu.au/cgi-bin/viewdoc/au/legis/vic/consol_act/rta1997207/s3.html#rented_premises).

Your Notice to Vacate is invalid because it does not meet the requirements as outlined in the Residential Tenancies Act. Specifically it is invalid because *[explain how the notice is invalid by failing to meet one or more of the 7 requirements listed in section 3 on the page of instructions – and be sure to state the relevant requirements]*.

It is an offence for a landlord to try to take possession of the rented premises other than by the means set out under the Residential Tenancies Act. **It is against the law.**

I am writing this in the hope that you will cooperate without the need for further intervention.

*[If the rental provider is seeking, or might seek, a possession order to evict you at VCAT, leave in the next 2 paragraphs – otherwise delete]*

Following this invalid Notice to Vacate, please immediately refrain from taking further action by seeking a possession order through the Victorian Civil and Administrative Tribunal (VCAT).

Should the matter proceed to VCAT, I will seek that VCAT dismiss your application due to the notice to vacate not meeting the legal requirements. The application fee for proceeding is non-refundable and you may suffer a financial loss if you decide to seek possession of the property. VCAT will be unable to make a possession order where the original Notice to Vacate is invalid. Therefore, I urge you to avoid taking up the time of all parties involved and VCAT in seeking an order that I believe is misconceived.

*[Or]*

*[If the rental provider is trying to evict you illegally without a possession order leave in the remaining paragraphs before ‘Yours sincerely’ and your signature – otherwise delete]*

Following this invalid Notice to Vacate, please immediately refrain from trying to evict me in this illegal manner. If you continue to threaten illegal eviction I remind you of the following offences under these sections of the Residential Tenancies Act:

[501. Offence to make false representation—tenancy agreement or residency right](http://www.austlii.edu.au/cgi-bin/viewdoc/au/legis/vic/consol_act/rta1997207/s501.html)

[502. Offence to persuade person not to exercise rights or take proceedings](http://www.austlii.edu.au/cgi-bin/viewdoc/au/legis/vic/consol_act/rta1997207/s502.html)

[503. Offence to aid, abet, counsel or procure commission of offence](http://www.austlii.edu.au/cgi-bin/viewdoc/au/legis/vic/consol_act/rta1997207/s503.html)

[504. Offence to give false information](http://www.austlii.edu.au/cgi-bin/viewdoc/au/legis/vic/consol_act/rta1997207/s504.html)

I remind you of the serious consequences of committing an offence under the Residential Tenancies Act. If you do not refrain from further action and commit an offence, I will report your conduct to Consumer Affairs Victoria and recommend that it initiate proceedings to prosecute the relevant offences. I will do this without further notice to you.

In addition, if you fail to refrain from breaching the Residential Tenancies Act then I will initiate proceedings against you at VCAT to restrain you from contravening the Act.

Yours sincerely,

*[Name/s]*

*[Address]*

*[Phone/s]*

*[Email/s]*