**Example of letter seeking termination by consent due to the poor state of the rental *before* renter lives in the premises**

Use the template letter that starts on the next page when the rental provider (official name for the landlord) has breached (not carried out) their legal duty to:

* Ensure rental premises are vacant and reasonably clean (see section [65](http://www8.austlii.edu.au/cgi-bin/viewdoc/au/legis/vic/consol_act/rta1997207/s65.html) of Victoria’s rental law, the Residential Tenancies Act 1997), **or**
* Their legal duty to maintain rental premises in good repair and in a suitable condition for occupation (see section [68](https://www8.austlii.edu.au/cgi-bin/viewdoc/au/legis/vic/consol_act/rta1997207/s68.html) of the Residential Tenancies Act 1997)

You can use this letter in particular circumstances – when you have picked up the keys but then found the rental is in poor repair or otherwise unavailable to live in. Therefore you want to terminate immediately your rental agreement (lease) by consent with the rental provider, but not pursue compensation from them.

**Instructions on how to fill out the letter**

1. Use this letter if you have signed a rental agreement, picked up the keys, and may have even moved in your belongings, but want to immediately terminate your rental agreement by consent with the rental provider before you start living in the rental. This is because one or more of the following circumstances applied to the property:
* In poor repair
* Not reasonably clean
* Not vacant
* Did not meet the rental minimum standards under the law
* Unfit for human habitation
* Destroyed totally, or to such an extent as to be rendered unsafe
* Not legally available for use as a residence
* Not available for occupation for any other reason
1. Fill in your own details in the letter:
* Fill in your details and the details of the rental provider (landlord) or real estate agent
* Choose from the examples given for your reason to terminate the rental agreement. Delete the other reasons
* Feel free to add details about the condition of the property in the EXTRA DETAILS paragraph on the first page of the letter.
1. **Delete this page of instructions and any remaining instructions in the letter before you send the letter.**

*[Your name]*

*[Your address]*

*[Date]*

*[Rental provider’s or real estate agent’s name]*

*[Agent’s company name if the letter is addressed to the agent]*

*[Address]*

Dear *[Name]*,

*[Rental property address]***: Request to terminate fixed term agreement by consent**

I am writing to request that my fixed term rental agreement be terminated with the consent of you/the rental provider *[delete as appropriate]* in accordance with section [91D](http://www8.austlii.edu.au/cgi-bin/viewdoc/au/legis/vic/consol_act/rta1997207/s91d.html) of the *Residential Tenancies Act* 1997 (Vic).

The reason I wish to leave is that on the day I moved in, the property:

*[Select one or more of the reasons below that apply to your situation]*

* Was in poor repair, and still is, in breach of the rental provider’s duties under section 68 of the Residential Tenancies Act
* Was not reasonably clean, and still isn’t, in breach of the rental provider’s duties under section 65 of the Residential Tenancies Act
* Was not vacant, and still isn’t, in breach of the rental provider’s duties under of section 65 of the Residential Tenancies Act
* Did not meet the prescribed rental minimum standards under the Residential Tenancies Act
* Was unfit for human habitation
* Was destroyed totally or to such an extent as to be rendered unsafe
* Was not legally available for use as a residence
* Was for any other reason unavailable for occupation, because *[give the reason]*

*[EXTRA DETAILS – add any extra details here to further explain the issue or issues. Attach photos or videos if they will help show the problem.]*

I understand I could issue a notice of breach of duty and/or apply to the Victorian Civil and Administrative Tribunal (VCAT) for orders about the breaches, as well as claim compensation. However, I would prefer to resolve this issue amicably, which is why I am proposing that we terminate the agreement by consent.

If you/the rental provider *[delete as appropriate]* is agreeable and depending on the terms, I will not pursue you/the rental provider *[delete as appropriate]* for any compensation claim if they agree not to pursue me for any claim in relation to the tenancy ending early. I understand that the bond will need to be dealt with separately.

**Attached is a proposed terms of settlement for your consideration.** Can you please consider this and contact me as soon as possible so we can arrange a termination date.

I have not unpacked, so I can vacate quickly.

Please note that if you do not agree to this within 24 hours I will provide a written Notice of Termination, which is my right under section [91L](http://www8.austlii.edu.au/cgi-bin/viewdoc/au/legis/vic/consol_act/rta1997207/s91l.html) of the Residential Tenancies Act on the grounds that:

* *[Write here the reason you want to terminate – use the reason or reasons you gave on the first page of this letter]*

I can provide this Notice of Termination at any time terminating the agreement but prefer to reach an amicable settlement.

I look forward to hearing from you.

Yours sincerely,

*[Enter renter’s name]*

**AGREEMENT**

**BETWEEN**

*[Renter name/s]*

**and**

*[Rental provider name/s]*

**TERMS OF SETTLEMENT**

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1.   The Rental Provider (Landlord) and Renter are party to a rental agreement for a term of *[enter number of months]* months expiring on (or about) *[enter date]* in respect of the premises known as *[enter address]*. The Renter pays rent to the Rental Provider in the sum of $*[enter amount]* per month.

2.   The Renter and Rental Provider agree to vary the terms of the Rental Agreement, including to reduce the term of the Rental Agreement, on the terms and conditions set out in this agreement. That is, the Renter and Rental Provider agree to terminate the Rental Agreement by consent in accordance with section 91D of the *Residential Tenancies Act* 1997 (Vic) (the Act).

3.   The parties agree that this agreement is supplemental to the Rental Agreement.

The parties to this agreement agree as follows:

6.   The Rental Provider and Renter agree that the term of the Rental Agreement is reduced so that the Rental Agreement terminates on *[enter date]*, in accordance with section 91D of the Act.

7.   The Rental Provider acknowledges that the Renter has paid rent up to and including *[enter date]*.

8.   The Rental Provider will not pursue the Renter for any costs relating to the early termination of this fixed term tenancy agreement, including, but not limited to, “lease break” fees.

9.   The Renter will not pursue the Rental Provider for compensation in relation to any breach of duty that occurred during the tenancy (as set out in the *Residential Tenancies Act* 1997 (Vic)).

10.  This offer is conditional on both parties signing the agreement.

11.  The parties agree that this agreement constitutes full and final settlement of all claims arising in relation to the early termination of the Rental Agreement.

12.  The parties agree that this document may be produced as required at any Court or Tribunal.

Signed: Signed:

Name: Name:

For and on behalf of: The Renter For and on behalf of: The Rental Provider

Dated: Dated: