NOTICE OF TERMINATION FOR NON-PAYMENT OF RENT
(Default Notice Issued)

Residential Parks (Long-stay Tenants) Act 2006 Section 39(1)(b)

Purpose of this notice

A park operator / managing real estate agent may issue this notice if a tenant has not paid rent in accordance with a long-stay agreement AND the park operator / managing real estate agent has given a default notice to the tenant in relation to that breach.

This notice can require vacant possession of the agreed premises before the last day of the term of a fixed term tenancy; or a period of a periodic tenancy, as the case may be.

Note to park operator / managing real estate agent

Please complete in BLOCK letters. Attach extra pages if needed.

The Department of Local Government, Industry Regulation and Safety (LGIRS) recommends that you make a copy of the completed notice before giving it to the tenant and make every effort to ensure the notice is securely delivered and received by the tenant.

Note to tenant

The park operator is seeking to terminate the long-stay agreement and requires you give vacant possession of the premises by the date specified in this notice.

This notice has no effect unless you were given a "default notice" stating you are in arrears in rent payments, and if rent is not paid by a specified date then the park operator is entitled to terminate the agreement.

You should check if you received the default notice and whether you have breached the long-stay agreement (e.g. are in arrears in rent payments).

If you believe you have not received the default notice, or not breached the long-stay agreement, you should contact the park operator / managing real estate agent immediately and attempt to resolve the matter.

If you have breached the long-stay agreement, you must pay any outstanding rent, charges and fees and give vacant possession of the agreed premises by the date specified in this notice.

You should seek advice immediately if you do not understand this notice or if you require further information. Please contact a community legal centre or LGIRS on 1300 30 40 54.

1. Park operator/ managing real estate agent details	Name:
	Address:
	Suburb: State ☐☐☐ Postcode ☐☐☐☐

2. Tenant/s details	Name:
	Address:
	Suburb: State ☐☐☐ Postcode ☐☐☐☐

3.	Residential park and site details	Park name and address:
		Site location *(e.g. site number or other description):*

4.	Breach details	Date rent was due: □□/□□/□□□□
		D D /M M/ Y Y Y Y
		Amount of rent due: $..
		If rent is owed for multiple periods, specify those periods below:
		(attach additional pages as needed)

5.	Key dates	**Date of default notice:** □□/□□/□□□□
		D D /M M/ Y Y Y Y
		Note 1: This notice of termination may be issued if a default notice has previously been given to the tenant requiring payment of outstanding rent, and the rent is not paid in full on or before the date specified in the default notice.
		Note 2: If the amount of rent due is not paid in full on or before the date specified in the default notice, the park operator is entitled to terminate the long-stay agreement under the *Residential Parks (Long-stay Tenants) Act 2006*.
		Vacant possession required by: □□/□□/□□□□
		D D /M M/ Y Y Y Y
		Note 3: The tenant will still be liable for any outstanding rent, charges and fees after vacant possession is given.
		Note 4: Under the *Residential Parks (Long-stay Tenants) Act 2006* section 39(4)(b), the above date must be at least 7 days after the day specified in the default notice as the day by which the rent was required to be paid.
		Note 5: Under the *Residential Parks (Long-stay Tenants) Act 2006* section 39(4)(c), if the park operator makes an application to the State Administrative Tribunal under section 66 of that Act in relation to this notice, the application may be heard and determined even if the rent is paid in full before the time set down for hearing the application.
		Date of this notice: □□/□□/□□□□
		D D /M M/ Y Y Y Y

6. Park operator/ managing real estate agent signature	Signature:
	Name *(please print)*:
	Date signed: ☐☐/☐☐/☐☐☐☐ D D /M M/ Y Y Y Y