[Date]

[Your name]

[Your address]

[Landlord/agents name]

[Landlord/agents address]

Dear [Landlord/agents name]

**Re: Purported termination of fixed term tenancy agreement at [your address]**

I am writing in response to your attempt to terminate my tenancy agreement on the following grounds:

1. [insert grounds noted by landlord, e.g. end of fixed term, breach by tenant].

It is unlawful for you to terminate our tenancy agreement in this way. The Standard Residential Tenancy Terms (SRTT), which are part of the *Residential Tenancies Act 1997* (ACT) (RTA), govern all tenancy agreements in the ACT unless there is approval from the ACT Civil and Administrative Tribunal to the contrary.

*[Where the issue is with an insufficiently detailed notice to vacate] [Delete if not applicable]*

Clause 83 of the SRTT states that a notice to vacate must:

* be in writing;
* specify the address of the premises; and
* specify the grounds on which the termination notice is issued, together with sufficient information to identify the circumstance giving rise to the grounds in the notice.

The notice to vacate must include a valid notice period and state that the landlord requires the tenant to vacate at the end of that notice period.

Your attempt to terminate my tenancy fails to *[Specify which part of Clause 83 has not been met]*

*[If the landlord is attempting to terminate tenancy at the end of the fixed term] [Delete if not applicable]*

Section 36 of the RTA provides that a tenancy agreement cannot be terminated except in certain circumstances. A fixed term agreement does not end automatically, and at the end of the fixed term, a periodic tenancy automatically arises. The narrow circumstances in which you can terminate a periodic tenancy earlier than 26 weeks, without any other grounds, is set out in clause 96 of the SRTT.

There are no lawful grounds for you to serve a notice to vacate on me, and therefore no basis for terminating the tenancy agreement. I will not be vacating the property.

[*If the landlord didn’t give you a notice to remedy] [delete if not applicable, or if you have received two notices to remedy before the one in question]*

You are required to serve with me a Notice to Remedy before you can issue me with a Notice to Vacate relating to an alleged breach of my obligation as a tenant (clauses 92-93 of SRTT). You did not do so. As such, your Notice to Vacate is invalid.

[*If the landlord didn’t give you enough time to remedy the issue*] *[delete if not applicable, or if you have received two notices to remedy before the one in question]*

[*If the issue is with you failing to pay rent*] You were required to allow me one week to pay my rental arrears (clause 92 of SRTT). You did not do so. As a result, your Notice to Vacate is invalid.

[*If you’ve already remedied the issue*] The ACT Civil and Administrative Tribunal has the discretion to dismiss your application for my eviction on the basis that I have already remedied the issue. In my view, the proceedings are unnecessary and will be a waste of public resources and your time.

[*If the issue relates to any other purported breach of your obligations*] You were required to allow me two weeks to pay my rental arrears (clause 93 of SRTT). You did not do so. As a result, your Notice to Vacate is invalid.

[*If you concede you have breached your obligations as a tenant]* Though I must be firm in enforcing my legal rights, I acknowledge the breaches of my obligations as a tenant has likely caused you inconvenience. I regret that this has been the case. I intend to honour all my obligations in the future. I hope we can move past this incident and maintain the good working relationship we previously had.

Yours sincerely,

[Your signature]

[Your name]

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