



## End of Tenancy

### Overview

This policy outlines how we will end tenancies so that we:

- Ensure tenants understand their rights and responsibilities when we provide notice to end their tenancy or commence legal action that may end their tenancy
- Achieve our vision of providing sustainable, safe and affordable housing as a foundation for customers to connect to opportunities and build their communities
- Act in line with our ETHIC values (Empowerment, Trust, Honesty, Inclusion and Creativity)
- Ensure a fair and transparent process
- Ensure tenants understand how they can access advice about their tenancy and that they have access to interpreters if required
- Meet relevant legal, regulatory and contractual requirements.

### Scope

This policy applies to all tenancies managed by St George Community Housing and its subsidiaries (**we, our and us**). Our workers and officers must comply with this policy at all times.

### Purpose

This policy outlines how we will end tenancies that we manage.

### How a tenant can end their tenancy

If a tenant wants to end their tenancy agreement, they must provide us with the amount of notice required by the *Residential Tenancies Act 2010 (NSW)*. The amount of notice required will depend on the type of tenancy agreement and/or the reason for the termination. More information about minimum notice periods can be found on the [NSW Government website – Minimum notice periods for ending a residential tenancy](#).

We may agree to accept a shorter notice period from our tenant. The decision to accept a shorter notice period must be approved by the relevant Lead, Sustainable Tenancies.

If a tenant breaks a fixed term lease, we may charge a break fee as permitted by law. The decision to charge a break fee is approved by the Head of Region, Customers - Services.

When a joint tenancy (i.e. where two tenants are both listed as tenant on the same Residential Tenancy Agreement) is ended by one tenant, we will terminate the tenancy and make arrangements with the remaining tenant. This could include signing a new tenancy agreement for the current property or transferring the remaining household to a more suitable property.

### When we might end a tenancy

We may decide to end a tenancy for a number of reasons as outlined below.

#### **The tenant has breached the rules of their Residential Tenancy Agreement**

Through working with our customers and support partners, we aim to achieve sustainable tenancies as a foundation for customers to connect to opportunities and build their



communities. We will support the tenant to address any issues before we decide to end a tenancy. We will only end a tenancy when our tenant:

- Has broken the rules of their tenancy agreement more than once
- Where there is a serious breach of the tenancy agreement
- When there is severe illegal activity
- Where there is serious or ongoing antisocial behaviour or property damage.

When this occurs, we may end the tenancy under section 87C of the *Residential Tenancies Act 2010 (NSW)* – ‘Breach of tenancy agreement’ ground.

### Alternative premises offered

We may need to relocate a tenant from their current property for management reasons which could include:

- Under/Over Occupancy - The number of people living in the household isn’t suitable for the property
- We need that property to house another person. For example, if the property was modified for wheelchairs and the current occupants didn’t need that type of property
- We need to develop, sell or renovate the property
- We need to return the property to the landlord/owner
- If we identify a specific housing need or risk for the tenant.

If we need to end a tenancy due to management reasons, we will give the tenant 2 offers for other housing that meets their needs (see our [Allocations Policy](#) for more information about ‘Offers of Housing’). We may also help with the cost of moving (see our [Housing Transfer Policy](#) for more information).

We will always try to transfer tenants by agreement. However, if we offer a tenant 2 reasonable offers of alternative housing and they decline those offers, we will take action to end their tenancy under section 148 of the *Residential Tenancies Act 2010 (NSW)* (the alternative premises ground). This includes giving the tenant notice that we intend to issue them a notice of termination because we have offered them an alternative premises, telling the tenant that they can apply for a review of our decision to issue a notice of termination and following the process for reviews under section 149 of the *Residential Tenancies Act 2010 (NSW)* and the ‘Ministerial Guidelines for reviews under section 149 of the *Residential Tenancies Act 2010 (NSW)*’.

To comply with the Ministerial Guidelines and to ensure procedural fairness, the following delegations will apply to reviews under section 149 of the *Residential Tenancies Act 2010 (NSW)*:

Role	Authorised delegate	Timeframe
Reviewer	SGCH Manager, Customer Feedback	7 calendar days
Second tier reviewer	NSW Housing Appeals Committee (HAC)	7 calendar days



### **The tenant has abandoned the property**

If a tenant has abandoned their tenancy, we may take immediate possession of the property or make an application to the NCAT to have the tenancy terminated. If we have reason to believe that a tenant has abandoned the property but are unsure, we may place a notice at the property and give the tenant 14 days to contact us or make an application to NCAT.

### **An apprehended violence order (AVO) has been made**

If a final AVO stops a tenant from accessing their property, the tenancy for that person is terminated. This doesn't end the tenancy of any other tenants who live in the property.

### **Death of a tenant or household member**

If a tenant or household member dies, it must be reported to us as soon as practical.

When a tenant dies, the landlord or the tenant's legal representative can give notice to the other person. The termination date can be before the end of the fixed term for fixed term agreements.

If we give a tenant's legal representative a notice of termination, they can give us vacant possession at any time before the date specified in the notice of termination. Generally, we will only charge rent up until the date the tenant died. The legal representative will be responsible for maintaining the tenancy until vacant possession is given.

We understand that there may be cultural or religious reasons why the legal representative of the deceased tenant needs to keep possession of the property for a period of time after the tenant's death. We will consider these requests on a case by case basis. The legal representative must tell us the reason for wanting to keep possession of the property. If approved, the normal rent must be paid until the property is vacated and returned to us.

There may be times when we seek costs for damage or other monies owed to us from an estate. These situations will be managed on a case by case basis as decided by the Executive Director, Customers - Services.

If the tenant dies and there are other authorised occupants living in the property, they may be able to apply to take over the tenancy under our [Succession of Tenancy Policy](#) if they meet the relevant eligibility criteria.

### **The tenant is no longer eligible**

If a tenant is no longer eligible for an affordable housing scheme we manage, or if the scheme operated for a limited period of time and has now ended, we may end a tenancy under section 87H of the *Residential Tenancies Act NSW* (2010) – 'tenant no longer eligible for affordable housing'.

If a tenant is no longer eligible for a transitional housing program we manage, or if the program operated for a limited period of time and has now ended, we may end the tenancy under section 87I of the *Residential Tenancies Act NSW* (2010) – 'tenant no longer eligible for transitional housing'.

In these circumstances, we will provide the tenant information about why the tenant is no longer eligible for the scheme or program.

### **The tenancy agreement is frustrated**

If a property is, for reasons other than a breach of tenancy, destroyed or uninhabitable as a residential premises (for example due to a fire, flood or natural disaster) or is bought by a government agency, the tenant or us can give notice to the other party to end the tenancy agreement. The notice may end the tenancy on the date that the notice was given.



If we end a tenancy for these reasons, we may provide suitable alternative housing to the tenant.

### Ending a tenancy

We will always meet our legal, regulatory and contractual obligations when giving notice to end a tenancy.

We will give notice to end the tenancy in writing. The notice will be sent in the mail, hand delivered or put in the person's mailbox. If the tenant has nominated an email address for service, we will serve notices by email to the email address provided. Where required, we will provide relevant supporting documents or information as part of the notice.

We will give tenants the required notice period when ending a tenancy. The required notice period will depend on the ground used to end the tenancy, type of tenancy agreement and the length of that agreement. More information about minimum notice periods can be found on the [NSW Government website – Minimum notice periods for ending a residential tenancy](#). If the tenant doesn't move out by the date given on the notice, we will ask the NCAT to end the tenancy and to order the tenant to move out of the property. The decision to apply to the tribunal to terminate a tenancy must be approved by the Head of Region, Customers - Services.

If the tenant doesn't move out by the date ordered by the tenancy tribunal, we will apply for a warrant for possession of the property. The decision to apply for a warrant must be approved by the Executive Director, Customers - Services.

### Early vacation of premises

A tenant may be able to leave the property early before their tenancy has ended, in the following circumstances:

- Where a tenant has given us a termination notice, they may leave the property at any time before the termination date, but must pay rent up until the termination date
- Where we have issued a termination notice to a tenant on a periodic agreement, the tenant may leave the property at any time before the termination date, and does not have to pay rent after they have handed the property back to us
- Where we have issued a termination notice to a tenant on a fixed term agreement (aside from where the tenant has breached the tenancy agreement or the tenancy agreement is frustrated), the tenant may leave the property before the termination date if the tenant gives us a date and time for when they want to hand the property back to us. This date must be at least 14 days after the notice is given. The tenant does not need to pay rent after the tenancy end date if they handed the property back
- Where they have accepted an offer of social housing
- They need to move into an aged care facility or nursing home

### End of tenancy cleaning and repairs

The tenant is responsible for returning the property to us in the condition that it was in at the start of the tenancy (apart from fair wear and tear). After we do an end of tenancy inspection, we will talk to our tenant about any damage, cleaning issues, or unauthorised changes to the property. We will give our tenant a chance to fix any issues or clean the property. We will charge a daily fee for each day that the tenant has possession of the property. If the tenant doesn't fix the issues, we will get a contractor to complete the work and will charge the tenant for the work.



## Final rent payment

The tenant is required to pay rent until the date that the property is handed back.

## Money owed to us at the end of a tenancy

When a tenancy ends, if we are owed money for rent arrears, debt, or the cost of end of tenancy cleaning, gardening, repairs, we may apply to the tenancy tribunal for an order for compensation and will ask for a certified copy of those orders. If the amount owed is higher than the limit of the tenancy tribunal, we may take other legal action to recover the money owed.

For affordable housing, we will apply our Affordable Housing Policy when dealing with money owed to us.

We may record the debt of a former tenant on the NSW Housing Register where we are allowed by law.

## Goods that our tenants leave behind

We will meet our legal duties and follow the *Uncollected Goods Act 1995* when managing goods that a tenant leaves in the property.

We will throw away any rubbish and perishable items that are left behind when a tenant gives us back a property or abandons a property.

For other goods of value and personal documents, we will give notice as required. If the goods are not collected within the timeframe given in the notice, we will meet our legal duties when dealing with uncollected goods. More information on uncollected goods can be found on the [Fair Trading website – Uncollected goods](#).

## Feedback from our tenants

We will ask tenants for feedback when they leave our service. We will use any feedback we receive to help us to improve our service.

## References

We will provide rental references on behalf of tenants or ex-tenants seeking accommodation on the private rental market, where the tenancy has been satisfactory. References will only include information in relation to the below:

- Rent and other charges (e.g. water) paid on time
- No property care issues
- No breaches of tenancy

## Appeals

Tenants may be able to appeal some decisions about end of tenancy. See our [Appeals, Complaints and Feedback Policy](#) has more information about appeals.

## Relevant legislation, regulations or standards

- [Residential Tenancies Act 2010 \(NSW\)](#)
- [Uncollected Goods Act 1995 \(NSW\)](#)
- [NSW Government – Uncollected Goods](#)
- [NSW Government – Ending a Tenancy](#)



## Related documents and resources

- [SGCH Policy: Housing Transfer](#)
- [SGCH Policy: Succession of Tenancy](#)
- [SGCH Policy: Allocations](#)
- [SGCH Policy: Appeals, Complaints and Feedback](#)
- [SGCH Policy: Tenant Charges](#)

## Policy Information

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