

End of Rental Agreement

Overview

This policy explains how we will end rental agreements so that we:

- tell our renters about their rights and responsibilities when we give them notice to end their rental agreement or start legal action that may end their rental agreement
- tell our renters how they can access advice about their rental agreement and make sure that they have access to interpreters if needed
- meet our legal duties when ending a rental agreement and dealing with goods that our renters leave behind
- consider human rights when making decisions that may end a rental agreement.

Scope

This policy applies to SGCH Homes Victoria and its subsidiaries (**we, our and us**).

How a renter can end their rental agreement

If a renter wants to end their rental agreement, they must give us the amount of notice required by law. The amount of notice required will depend on the type of rental agreement e.g. fixed term or periodic agreement or the reason for the notice to vacate e.g. due to circumstances of domestic and family violence.

More information about minimum notice periods can be found on the [Consumer Affairs Victoria](#) website.

We may agree to accept a shorter notice period from our renter. The decision to accept a shorter notice period must be approved by the relevant Lead or Head Of.

If a renter 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 relevant Head Of.

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

When we might end a rental agreement

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

The renter has breached the duties of their rental agreement

We will support the renter to fix any issues before we decide to end a rental agreement. We will only end a rental agreement when our renter has breached their duties more than once, where there is a serious breach of the rental agreement or when there is violence to other people or serious property damage.

Alternative premises offered

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

- we need to develop, sell or renovate the property
- we need to return the property to the owner

- the premises have been bought by or are owned by a government authority and they need it for public purposes.

For social housing tenancies, if we need to end a rental agreement due to management reasons, we will give the renter two offers of alternative housing that meets their needs in line with our Allocations policy. We may also support the renter with the cost of moving (see our Transfer policy for more information).

We will always try to transfer renters by agreement. However, if we offer a renter two reasonable offers of alternative housing and they decline those offers, we will take action to end their tenancy under *Residential Tenancies Act 1997 (Vic)*.

The renter has abandoned the property

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

Excluded renters

If a person has been excluded from the rental property by a safety notice or intervention order and their name is on the rental agreement, we will end the rental agreement. The excluded renter can also apply to VCAT to end the rental agreement early.

If a person has been excluded from the rental property by a safety notice or intervention order, and the person who is protected by that order changes the locks, we cannot provide keys for the new locks.

Death of a renter or household member

If a renter or household member dies, it must be reported to us as soon as is practicable.

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

If we provide a renter'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 renter died. The legal representative will be responsible for maintaining the tenancy until vacant possession is given.

We understand there may be cultural or religious reasons why the legal representative of the deceased renter needs to keep possession of the property for a period of time after the renter'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 a renter dies in a social housing property and there are other authorised household members living in the property, they may apply to take over the tenancy under our Succession of Tenancy policy.

The premises are uninhabitable

If a property is unfit for human habitation, destroyed totally, or destroyed to the extent that it is unsafe, we will give an immediate notice to vacate. If we end the rental agreement for this reason, we may offer suitable alternative housing to the renter.

Ending a rental agreement

We will always meet our legal duties when we are giving notice to end a rental agreement. In doing so, we will also consider the impact on human rights following the *Charter of Human Rights and Responsibilities Act 2006*.

We will give notice to end the rental agreement in writing. The notice will be sent in the mail, hand delivered or put in the person's mailbox. If the renter has nominated an email address for service, we will serve notices by email to the email address provided.

If the renter does not move out by the date given on the notice, we will ask VCAT to end the rental agreement and to order the renter to move out of the property. The decision to apply to VCAT to seek a possession order must be approved by the Head Of.

If the renter does not move out by the date ordered by VCAT, we will apply for a warrant of possession. The decision to apply for a warrant is made by the Executive Director, Customers – Services.

End of rental agreement cleaning and repairs

The renter 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 rental agreement inspection, we will talk to our renter about any damage, cleaning issues, or unauthorised changes to the property. We will give our renter a chance to fix any issues or clean the property. We will charge a daily fee for each day that the renter has possession of the property. If the renter does not fix the issues, we will arrange for a contractor to complete the work and will charge the renter for the work.

Final rent payment

The renter 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 rental agreement ends, if we are owed more than \$1,000 for rent arrears, debt, or the cost of end of rental agreement cleaning, gardening, repairs, we will apply to VCAT for a compensation order and will ask for a certified copy of those orders. If the amount owed is higher than the limit of the 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.

Goods our renters leave behind

We will meet our legal duties when managing goods that a renter leaves in the property.

We will dispose of any rubbish and perishable items that are left behind when a renter gives us back a property or abandons a property.

For other goods of value and personal documents, we will provide 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 [Consumer Affairs Victoria](https://www.consumeraffairs.vic.gov.au/) website.

Feedback from our renters

We will ask renters 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 renters or ex-renters 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 service charges paid on time
- no property care issues
- no breaches of duty.

Appeals

Renters may be able to appeal some decisions about end of rental agreement. Our Appeals, Complaints and Feedback policy has more information about appeals.

Relevant legislation, regulations or standards

- [*Residential Tenancies Act 1997 \(Vic\)*](#)
- [*Housing Act 1983 \(Vic\): Performance Standard 1 \(Tenant and housing services\)*](#)
- [*Charter of Human Rights and Responsibilities Act 2006 \(Vic\)*](#)

Related documents/resources

- [Consumer Affairs Victoria - Renting information](#)
- [Consumer Affairs Victoria - Family violence information for renters and rental providers](#)
- Policy: Affordable Housing
- Policy: Allocations
- Policy: Appeals, Complaints and Feedback
- Policy: Succession of Tenancy
- Policy: Transfer

Policy information

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