

	POLICY AND PROCEDURE TERMINATION OF TENANCY	
	Document Code	CEACA-PP-032
	Date Effective	10/03/2025
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1. CONTEXT AND OBJECTIVES

Central East Accommodation & Care Alliance Inc (“CEACA”) recognises that as tenant’s circumstances change, tenants may choose to voluntarily vacate their property to move onto new opportunities. In other instances, tenants may experience difficulties in meeting their tenancy responsibilities. Whilst we offer early assistance and work flexibly with other health professionals and organisations to support tenants to sustain their tenancies and achieve a positive resolution, the success of such support relies on the tenant remaining engaged with CEACA and its Managing Agent and making a reasonable effort to achieve agreed outcomes. In some situations, our obligation to the broader community, protection of our asset and remaining a sustainable business means that we have no option but to end the tenancy. As such, this policy details the reasons and means by which a tenancy agreement can legally end.

CEACA enlist the services of a Managing Agent to ensure compliance with the *Residential Tenancies Act 1987*. CEACA and the managing agent work closely to ensure compliance with the Act. The Managing Agent conducts all inspections, signs up new leases, attends court if required and issues breach notices. The Managing Agent seeks approval from CEACA prior to issuing of any notices.

2. DEFINITIONS

The term ‘tenant’ in this policy applies to tenants under the RTA, unless specifically referenced.

3. CONTENT

3.1. Voluntary Vacate

All notifications by a tenant to voluntarily end a tenancy must be in a written form by way of letter, recognised email address, ‘Notice of termination by tenant to lessor’ (Form 22) and sent to CEACA’s Managing Agent. Notice periods are (at least):

Periodic Tenancy	21 days
Fixed Tenancy	30 days during tenancy or 30 days prior to the lease end date if the tenant does not wish the fixed term to be extended or renewed.

In exceptional circumstances or where a tenant may face undue hardship by continuing the tenancy, a termination date less than the required notice period may be agreed with the mutual consent of both CEACA and the tenant. Delivery of the termination notice may be via email or by post. If sending by post, tenants must allow at least 5-7 working days postage, considering weekends and public holidays. Personal delivery and email are effective from the date of receipt.

3.2 Succession, Transfer, Mutual Exchange

CEACA operates a number of services to meet tenant’s changing needs, namely: Joint to Sole - one party wishes to remove their name from the tenancy agreement, Sole to Joint - a tenant wishes to add another party to the tenancy agreement, Succession - transfer of a tenancy to a household member, Transfer - transfer to alternative accommodation due to essential needs, Mutual Exchange - tenants voluntarily swap properties. In such situations all processes follow the requirements of the *Residential Tenancies Act 1987* and the tenancies are ended by mutual consent, with tenants signing new tenancy agreements.

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3.3 Breach & Termination of the Tenancy Agreement/License to Occupy Agreement

Examples of breaches are:

- Failing to make rent or non-rent payments on time.
- Not maintaining satisfactory property standards/breach for inspection.
- Keeping unauthorised pets.
- Causing a nuisance or demonstrating anti-social behaviour or allowing visitors to do so.
- Using the premises for illegal activities.
- Making alterations, modifications or additions to the property without approval.
- Running a home business without approval.
- Changing or adding locks without approval.
- Sub-letting without approval.

a) Periodic and Fixed Term Tenancies

Tenants are advised in writing of a breach of the Tenancy Agreement and given details of the breach and how it can be rectified. Tenants have 14 days to rectify the problem. Failure to rectify will result the issuing of a Notice of Termination, seeking to end the tenancy no sooner than 7 days after the Notice of Termination is received. In instances of non-payment of rent, a Notice of Termination (no Breach issued) can be issued with a Termination date of no less than 7 days.

b) Notice of Termination

If the breach is resolved, no further action will be taken. If the tenant fails to make efforts to rectify the situation within the required time, CEACA will issue a Notice of Termination to seek to end the tenancy. All Notice of Terminations require the approval of the CEACA Operations Manager or their delegate.

c) Serious Damage, Violence or Threats of Violence

CEACA will apply to the Magistrates Court for an order under Section 73 of the *Residential Tenancies Act* for immediate termination for tenants who are causing, or are believed to be causing, serious damage to the property or displaying aggressive, violent or threatening behaviour to neighbours or the Managing Agent's staff. In such instances, no breach notice will be issued. License to Occupy residents may be immediately evicted.

d) Abandonment

Where there are reasonable grounds (as defined by the Department of Mines, Industry Regulation & Safety) to suspect a property has been abandoned, CEACA will issue the required notices and take action to secure and recover possession of the property according to the requirements of the *Residential Tenancies Act 1987*.

e) Non-Renewal or Extension of Fixed Term Tenancy

A fixed term tenancy does not automatically expire on the lease end date. If the fixed term is not to be extended or renewed, CEACA will provide the tenant with at least 30 days' written notice of intention not to renew the fixed term tenancy, stating the date the tenant must vacate the property. If the date on a Notice of Termination from the tenant is earlier than the original lease end date, the lease end date is the date that tenant's obligations cease. If the date on the Notice of Termination is later than the lease end date, the date on the notice will apply (effectively

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extending the fixed term until the end of the Notice of Termination period). The tenant can choose to move out after the lease end date, rather than the date on the Notice of Termination. If both the tenant and CEACA Inc issue 30 days' notice to each other and the dates on the Notices of Termination are different, the earliest date (after the original lease end date) will apply.

f) 60 days' Notice of Termination

The *Residential Tenancies Act 1987* (Section 64) allows for a Notice of Termination (Form 1C) to be issued to a tenant on a periodic tenancy, requesting vacant possession without specifying any ground for doing so. CEACA Inc and their Managing Agent, are committed to working with tenants to sustain tenancies. However, there may be occasions when a tenant is no longer eligible for a property or it is in the best interests of the organisation, we will issue a Notice of Termination without specifying a reason.

g) Relocation

CEACA may wish a tenant to relocate to an alternative property. The reasons for this include:

- The property becomes uninhabitable and requires maintenance or demolition.
- CEACA wishes to sell the property.
- The tenant is no longer eligible for the property.

In such instances, CEACA will provide tenants with as much notice as possible and support tenants during the relocation process. Where a tenant on a periodic tenancy agreement refuses suitable properties, CEACA may issue a 60-day Notice of Termination or 30-day Notice of Termination if the property is being sold. If the tenant is on a fixed term tenancy, CEACA may issue a 30-day Notice of Termination to end the tenancy agreement on its expiry date.

j) Ineligibility

CEACA is a not-for-profit organisation with the purpose of providing social and affordable housing for people on very low and low incomes. Tenants must remain eligible throughout their tenancies by having income or assets within the income and assets thresholds. Tenants housed under special program or funding such as NRAS and supported housing, may be required to provide additional information to confirm eligibility. Tenants who no longer meet the eligibility criteria will be assisted to plan an exit into alternative housing within 6 months of the notification of ineligibility where a 60-day notice will be issued. Tenants may leave by mutual consent at any time during the exit period. Extensions to the exit period may be given where tenants are genuinely attempting to secure alternative accommodation but are unable to do so. The Termination Notice will be enforced for tenants who fail to engage in an exit plan and do not make genuine efforts to secure alternative accommodation. In the case of periodic tenancies, this will be 60 days and for fixed term tenancies, 30 days' notice will be given to end the tenancy on its expiry date. Tenants who fail to provide satisfactory proof of household income and assets when requested within the time frame nominated, may be deemed ineligible.

k) Family Violence Provisions

WA's *Residential Tenancies Act* provides support to tenants affected by family violence, whether they live in private or public rental properties. The tenancy laws are designed to provide tenants who have or are experiencing family violence with increased options and the ability to ease some of the financial burdens faced by tenants who leave a property due to family violence.

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The Act provides a range of options to tenants experiencing family and domestic violence including:

- The ability to end a tenancy or tenancy interest directly with a landlord or property manager, with appropriate evidence.
- The ability to remove a perpetrator from a tenancy agreement and remain in the property by applying to the Court.
- The option to apply to the Court to settle financial disputes regarding rent and property damage.
- The option to change locks on a rental property without seeking landlord permission to stop a perpetrator accessing the property.
- The option to install security measures at the rental property in certain circumstances.
- A process to have their name removed from the blacklisted tenancy databases if this is due to family and domestic violence.

l) Death of a Tenant Leaving No Remaining Tenants

Where a tenant dies and there are no other remaining tenants on the lease, the tenancy ends. CEACA will negotiate the actual vacant possession date with the next of kin to allow the removal of personal belongings. The rent will usually cease on the date the keys are returned and vacant possession is granted.

m) Court Orders and Evictions

Where CEACA has sought to end the tenancy by issuing a Notice of Termination and the tenant does not leave on the vacant possession date stated in the notice, CEACA will apply to the Magistrate's Court for an order to obtain possession of the property. If an order for possession is granted and the tenant fails to leave on the date on the order, CEACA will obtain a Property (Seizure and Delivery) Order. This order is issued under the *Civil Judgments Enforcement Act (2004) WA* and allows a bailiff to enter the property and evict anyone unlawfully on the premises.

3.4 AT THE END OF THE TENANCY

Tenant Responsibilities

Tenants are responsible for:

- Providing CEACA with a forwarding address.
- Giving CEACA vacant possession on the vacancy date & returning all keys
- Removing all furniture, personal items and rubbish.
- Leaving the property clean and tidy.
- Removing any approved alterations or additions and making good any damage.
- Paying any outstanding debts such as rent, water and tenant liability.
- Attending the outgoing property inspection.
- Signing a joint application for disposal of security bond, if in agreement.

CEACA's Responsibilities

- Confirming the tenant's vacate date and outlining the end of tenancy process in writing.
- Offering the tenant a pre-termination inspection to identify any potential tenant liability charges, to give the tenant an opportunity to avoid such charges.
- Issuing a key receipt when keys are returned.
- Inviting the tenant for a joint Outgoing Property Condition Inspection.

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- Identifying any non-fair wear and tear and taking photographic evidence.
- Managing any abandoned goods & documents in line with the Abandonment Policy.
- Issuing a final account to the tenant advising of any outstanding charges.
- Signing a joint application for disposal of security bond, if in agreement.

EXTERNAL REFERENCES

- Civil Judgements Enforcement Act (2004) WA
- Community Housing Income and Assets Limits Policy
- Equal Opportunities Act 1984 (WA)
- National Rental Affordability Scheme Act 2008
- Privacy Act 1988
- Residential Tenancies Act 1987 & Residential Tenancies Regulations 1989