[Date]

[Your name]

[Your address]

[Lessor’s name]

[Lessor’s address]

Dear [Lessor’s 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 grounds [insert grounds noted by landlord, e.g. end of fixed term, breach by tenant].

I wish to bring to your attention that you cannot terminate my tenancy agreement in this way. The Standard Residential Tenancy Terms (SRTT) which are part of the Residential Tenancies Act 1997 (RTA) govern all tenancy agreements in the ACT.

[Where the issue is with the form of notice to vacate] [Delete if not applicable]

Clause 83 of the SRTT states that a notice to vacate must be in writing, must specify the address of the premises and the grounds on which the 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 lessor requires the tenant to vacate at the end of that notice period.

[If the landlord is attempting to terminate the tenancy during fixed term] [Delete if not applicable]

Section 36 of the RTA provides that a tenancy agreement cannot be terminated except in certain circumstances. Further, clause 94 of the SRTT states that the lessor cannot terminate the tenancy at any time during the fixed term. Therefore your attempt to terminate the tenancy agreement between us is invalid.

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

S 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. Further clause 94 of the SRTT states that the lessor cannot terminate the tenancy at any time during the fixed term.

There are no 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.

Yours sincerely,

[Your signature]

[Your name]