



## Landlord COVID-19 Process A: Breach process if your COVID-19 affected tenant defaults on their rent.

### Does this process apply to you?

**This process applies** only if your tenant has failed to pay all or some rent during the emergency period **and** is experiencing financial hardship due to COVID-19.

**This process does not apply** if your tenant has failed to pay rent and is **not** experiencing financial hardship due to COVID-19. Instead please see "COVID-19 Landlord Process B: Breach process if your tenant is not affected by COVID-19 and defaults on their rent."

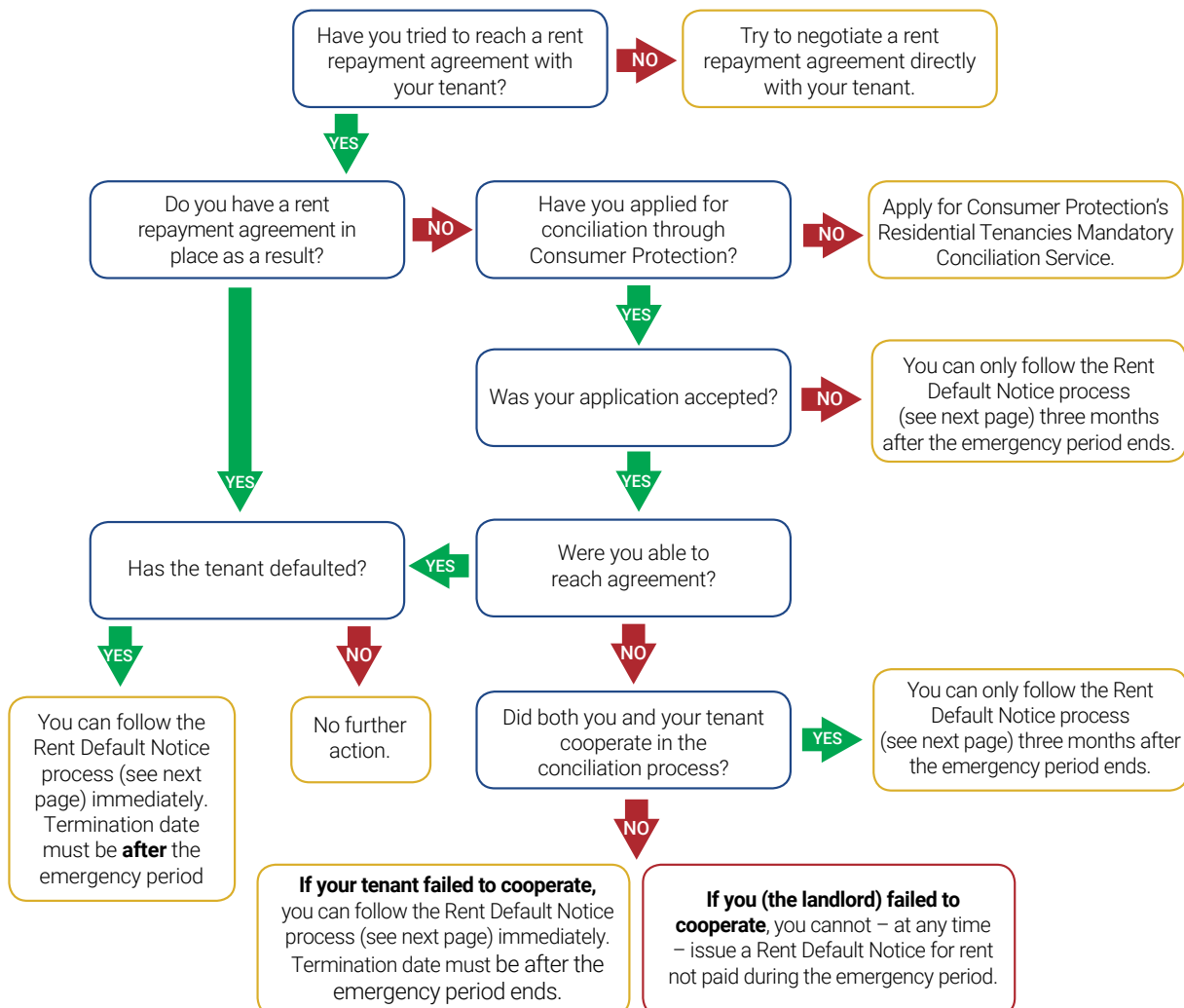
### Terms we use in this document

**Emergency period** – 30 March 2020 to 28 March 2021

**Landlord** – lessors, property managers, owners, park operators, and providers of boarding and lodging accommodation.

**Tenant** – all tenants in private rental homes; public, social, community and government officer housing; long-stay residents in residential parks; and boarders and lodgers.

### Determine your options



## **The Rent Default Notice process**

For the emergency period, the forms to issue a Rent Default Notice are explained below.

### **Lessors/Property Managers** - *Residential Tenancies Act 1987*

As appropriate, issue Form 1 A: Notice of termination for non-payment of rent (to be used only if a 14-day breach notice has been issued) or Form 1B: Notice of termination for non-payment of rent (to be used if no breach notice has been issued).

### **Park Operators** - *Residential Parks (Long-stay Tenants) Act 2006*

As appropriate, issue Notice of Termination by Park Operator for Non-payment of Rent (Default Notice Issued) or Notice of Termination by Park Operator for Non-payment of Rent (No Default Notice Issued).

### **Providers of boarding and lodging accommodation**

Issue a notice in writing that states:

- The resident has failed to pay rent in accordance with a term of the accommodation agreement;
- Payment of the rent is required within a specified period of at least 14 days; and
- Failure to pay the rent in accordance with the notice constitutes grounds for giving a termination notice under section 38.