

# 11

## TERMINATION NOTICE CHALLENGE

NSW — NCAT

Residential Tenancies Act 2010 (NSW) — Sections 86, 87E–87M  
(no-grounds ban: 19 May 2025)

*A termination notice is a document, not an eviction — and no-grounds evictions are now banned*

### WHEN TO USE THIS BUNDLE

Use this bundle the day any termination notice arrives. Most renters assume a notice means they must leave — it does not. It means a document has been served that may or may not survive scrutiny, against the strictest termination rules NSW has ever had.

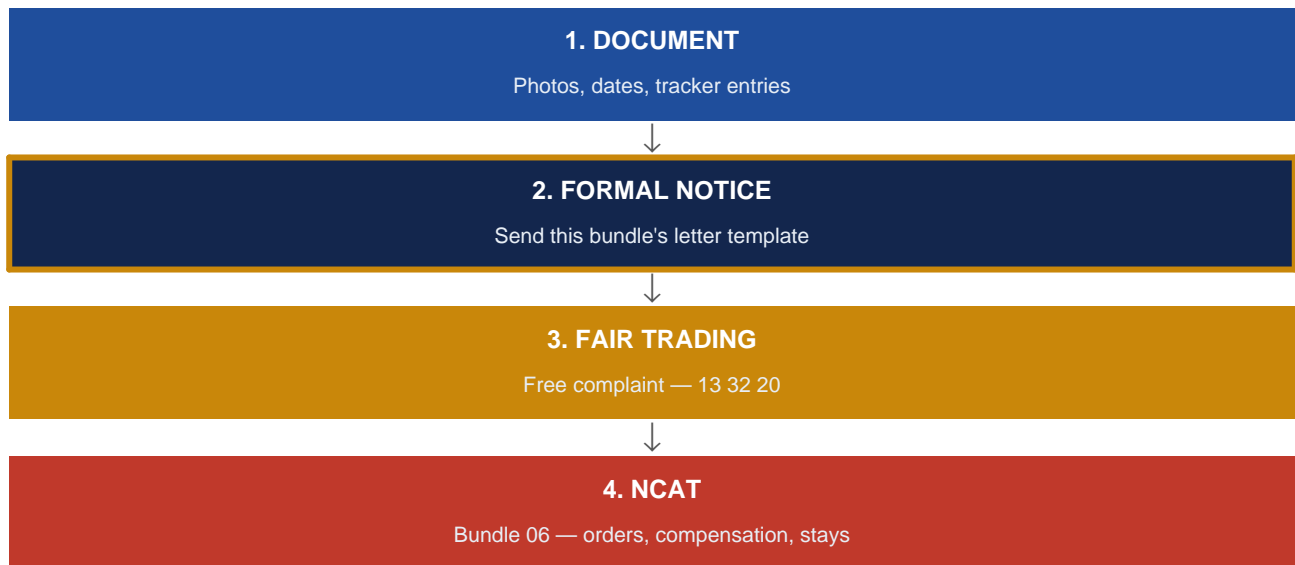
### KNOW THE LAW — TERMINATION NOTICES AFTER THE 2025 REFORMS (SS.86, 87E–87M)

Since 19 May 2025, NSW landlords cannot end a tenancy without a valid prescribed ground — the era of no-grounds evictions is over. Every termination notice must state a prescribed ground (ss.87E–87M), give the correct minimum notice period for that ground, and for several grounds attach supporting evidence — with penalties for misuse. You can apply to NCAT under s.86 to challenge a notice, and NCAT can declare it invalid and stay any eviction. Only NCAT can order termination, and only the Sheriff can enforce it — a notice alone never requires you to leave.

### THE VALIDITY CHECKS

CHECK	WHAT TO LOOK FOR
Prescribed ground	Is a lawful ground stated? 'We want the property back' is no longer a ground.
Notice period	Does the period meet the minimum for that ground? Check Fair Trading's current table.
Evidence	Grounds like sale, renovation, or owner occupation require supporting evidence attached.
Good faith	Is the ground genuine? Penalties apply for misuse, and re-letting bans follow some grounds.

## HOW THE SYSTEM WORKS — YOUR ESCALATION PATH



*The highlighted box shows where this bundle fits in the journey.*

**01 Log the notice the day it arrives**

Date received, ground stated, period given, termination date. Every deadline runs from receipt — capture it precisely.

**02 Run the validity checks**

Prescribed ground, correct minimum period, required evidence attached, genuine ground. Any failure is a potential challenge.

**03 Get advice and challenge within the window**

Apply to NCAT under s.86 to dispute the notice — act immediately; the window is short. Tenants' Union NSW and your local TAAS are free.

**04 If it's an arrears notice, pay and stay**

Paying the arrears in full generally voids an arrears termination notice — see Bundle 07.

**05 Keep paying rent and never self-evict**

Only NCAT can order possession and only the Sheriff can enforce it. Stay, pay rent in full, and let the challenge run. Moving out on a defective notice surrenders rights you still hold.

## IF YOU NEED TO ESCALATE — WHAT NCAT CAN ORDER

Under s.86 NCAT can declare a termination notice invalid, refuse to make a possession order, and stay an eviction while the challenge is heard. Where a landlord misuses a prescribed ground — e.g. claiming a sale that never happens — penalties and re-letting restrictions apply, and your evidence timeline is what proves it.

### ★ GOOD TO KNOW — THE NO-GROUNDS BAN CHANGED EVERYTHING

Before 19 May 2025, a landlord could end a periodic tenancy without reason. Now every notice needs a prescribed ground with evidence where required. If your notice arrived after that date and states no valid ground, it is challengeable — get advice before packing a single box.

### ■ CRITICAL — A NOTICE IS NOT AN EVICTION — ONLY NCAT CAN ORDER POSSESSION

No matter how the agent frames it, you are not required to leave on the termination date. Possession requires an NCAT order, enforced only by the Sheriff. Never hand back keys on the strength of a notice without having it checked — defective notices are common.

### ■ CRITICAL — MISUSED GROUNDS CARRY PENALTIES

A landlord who terminates for a 'sale' or 'renovation' that never happens faces penalties and re-letting restrictions. If you suspect the ground is not genuine, log everything and get advice — your tracker timeline is the proof.

# TEMPLATE — RESPONSE TO TERMINATION NOTICE

Residential Tenancies Act 2010 (NSW) — Sections 86, 87E–87M  
(no-grounds ban: 19 May 2025)

## 1. COPY

Copy the letter below into a new email

## 2. FILL

Replace every **[bracketed]** field with your details

## 3. SEND

Email it — request a read receipt, save a copy

*Use this to put the landlord on notice that the notice is disputed. Fill in every **[bracketed]** field, then send via email — request a read receipt. Get advice immediately — challenge windows are short.*

### SUBJECT:

**FORMAL RESPONSE — TERMINATION NOTICE DISPUTED: [Insert Property Address]**

I acknowledge receipt on **[Insert Date Received]** of your termination notice dated **[Insert Notice Date]**, citing **[Insert Stated Ground]** with a termination date of **[Insert Termination Date]**. I dispute the validity of this notice.

## 1. DEFICIENCIES IDENTIFIED — APPLICABLE ITEMS

- No valid prescribed ground is stated, as required by ss.87E–87M of the Residential Tenancies Act 2010 (no-grounds terminations are not available from 19 May 2025).
- The notice period given (**[X days]**) is less than the minimum required for this ground (**[Y days]**).
- The supporting evidence required for this ground is not attached.
- The circumstances suggest the stated ground may not be genuine: **[briefly state why]**.

## 2. MY POSITION

- Based on the above, I don't believe this notice meets the requirements of the Act, and I won't be treating it as valid until this is resolved.
- I am obtaining advice and reserve my right to apply to NCAT under Section 86 to challenge this notice and to seek a stay of any possession proceedings.
- I will continue to meet all obligations of my tenancy, including payment of rent in full, while this matter is resolved.

## 3. EVIDENCE ON RECORD

- The notice, its date of service, and the complete timeline of this tenancy are logged in a chronological evidence index for NCAT proceedings.

Yours sincerely,

**[Your Full Name]**

**[Property Address]**

**[Date]**

**[Contact Number / Email]**