

I am experiencing family violence and I want to leave my tenancy

This fact sheet is about:

- your rights if you experience family and domestic violence while renting
- how to leave your tenancy
- where to get help and assistance.

If you want to know how to stay safely in your tenancy, please refer to our other fact sheets on family and domestic violence. Whatever you decide to do, your safety is paramount and there is help available.

WHAT IS FAMILY AND DOMESTIC VIOLENCE?

Family and domestic violence (**FDV**) can happen when someone:

- uses violence or threats of violence against you
- coerces or controls you; or
- causes you to be fearful.

It can also happen when someone does one of these things to your family member.

FDV has a broad definition and is not limited to physical violence. Some examples of things that could be FDV:

- a) Damaging or destroying personal property;
- b) Sexual assault or other sexually abusive behaviour;
- c) Causing death or injury to a pet;
- d) Unreasonably withholding financial support needed to meet the reasonable living expenses for you or your child;
- e) Preventing you from connecting with family, friends, or culture;
- f) Causing a child to be exposed to any of the above.

There are other examples in the full definition set out in the *Restraining Orders Act*.

For behaviour to be FDV, you must have a **family relationship** with the person who is committing the violence. You might have a family relationship with the person if:

- you have or have had an intimate personal relationship with them (including a spouse, ex-spouse, de facto partner, or ex-de facto partner);
- you are their parent or guardian;
- you are their child;
- you are related to them.

If you are not sure whether you are experiencing FDV or whether your relationship would be considered a family relationship, please consider getting legal advice or support from one of the services listed at the end of this document.

HOW DO I LEAVE MY RENTAL?

If you or your dependant have experienced or might experience FDV during the tenancy, you have the option to end your interest in the tenancy. You can give this notice even if the FDV has not occurred at the property. You can give this notice even if the person who committed FDV never lived at the property.

*In the
Residential
Tenancies Act
the **landlord** is
referred to as
the **lessor**.*

To do this, you can give your lessor or property manager a [Family Violence Termination Notice](#). This is a required form. You must also give your lessor or property manager a **supporting document** with the notice, to make the notice valid.

You do not need permission from the lessor or any other co-tenants to give this notice.

Ending your interest in the tenancy means that your tenancy will come to an end, and you will be removed from the agreement. This won't automatically end the tenancies of your co-tenants (unless they choose to also end their tenancies).

What is the supporting document?

The supporting document needs to be applicable or current during the tenancy period, and must be **one** of the following:

- Domestic Violence Order – this could be a family violence restraining order (FVRO), an interim family violence restraining order, an interstate restraining order, or police order.
- Family Court injunction or an application for a Family Court injunction.
- A copy of a prosecution notice or indictment of a charge relating to violence against the tenant, or a court record of a conviction of the charge.
- A report of family violence in the **required form** (a support letter is not enough). The correct form is the [Family Violence Report – Evidence Form](#).

The report must be completed by an 'authorised person', which is one of the following:

- Doctor
- Psychologist
- Social Worker
- Police Officer
- Women's Refuge Manager
- Family Support Worker
- Child Protection Worker
- Person in charge of Aboriginal Health, Welfare or Legal Organisation

The person who completes the form is signing off that they have determined that either yourself or your child has been or is likely to be subjected to FDV.

What date should I put on the notice?

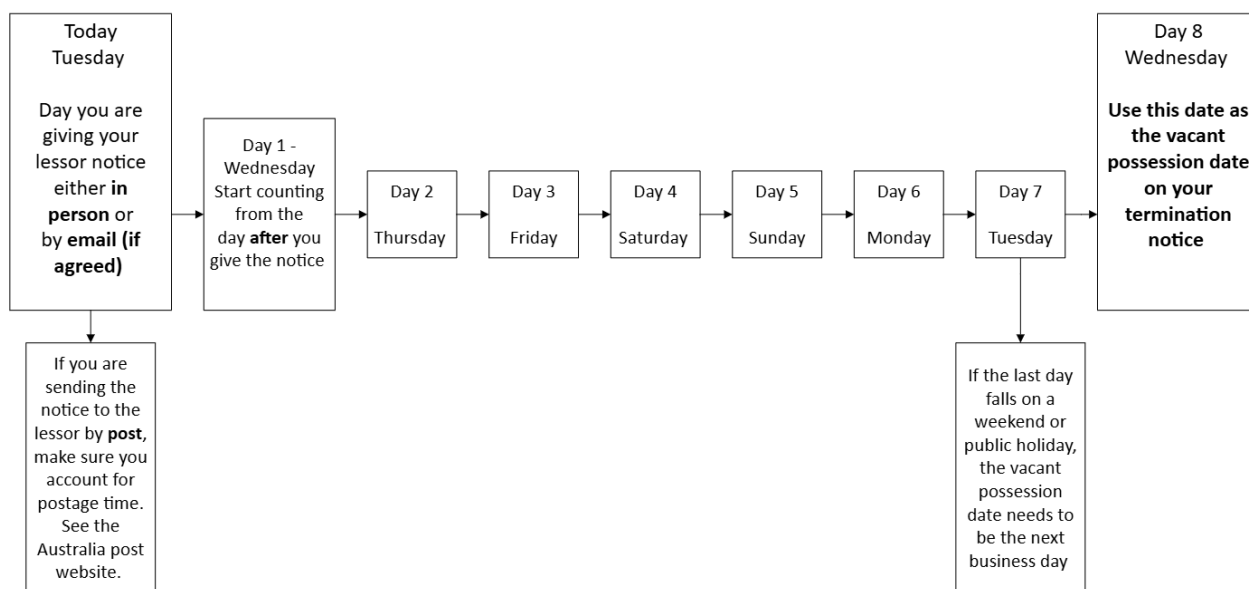
You must give at least 7 days' notice.

You do not have to wait for the notice period to end before leaving the property. You can leave the property at any time, but your interest will not end until the end of the notice period.

You can give more than 7 days' notice. For example, if you have found a safe house to move into in 2 weeks' time, you can give 2 weeks' notice of termination.

When counting the 7 days, don't include the day you are going to give the notice to your lessor or property manager, start counting from the next day. Once you've counted 7 days, the 8th day is the earliest date you can put on the notice. See the below diagram for an example of how to count the days.

If you are going to send the notice by mail, you should allow enough time for postage. Within the metro area this is usually 3-5 business days, but you should check the [Australia Post website](#) for up-to-date information or if you live regionally.



A full-page version of this diagram is available at the end of this fact sheet.

How do I give the notice and supporting document to my lessor?

You must give the notice (and supporting document) to your lessor or real estate agent by either:

- handing it to them;
- posting it to them; or
- emailing it to them (this can only be done if the parties have agreed to receive notices by email. Your lease agreement might say if your lessor or real estate agent has given their consent to receive notices by email).

It is a good idea to keep a copy of the notice and supporting document, and any evidence of how and when you gave the documents to your lessor or property manager. If you are sending by email, ask them to reply to your email to confirm they have received it.

When does my tenancy end?

If you have sent a valid notice of termination, then your interest will end when you leave the property at the end of the notice period.

If you vacate the property before the end of the notice period, your interest will only terminate once the notice period has ended.

If you are the only tenant, this will end the entire tenancy.

Will my co-tenants see the notice?

After you give the notice of termination and supporting document, the lessor or real estate agent must give a copy of the notice of termination to your co-tenants within 7 days.

The lessor **must not** give copies of the supporting document or details of any information included in the supporting document to your co-tenants. You may wish to remind your real estate agent or lessor of this when you give your notice.

What does it mean for co-tenants if I end my lease?

Once the co-tenants have been given the notice of termination, they have 7 days to decide whether to continue the residential tenancy agreement or terminate their own interest.

Please refer to our fact sheet on co-tenants and FDV for further information on this topic.

Can anyone challenge the notice of termination?

Other tenants cannot challenge the notice. Your lessor or real estate agent can challenge the notice of termination within 7 days of receiving it by applying to Court.

The Court can only review whether the notice is valid. They can do this by checking whether you completed the notice correctly, whether you gave at least 7 days' notice, and whether you gave a correct supporting document.

The Court **cannot** review whether the FDV occurred or is likely to occur – this is covered by the supporting document and your own declaration as part of the termination notice.

If the lessor challenges your termination notice, we recommend seeking legal advice.

For further information, see our fact sheet on bond, court and FDV. We also have fact sheets on going to court to resolve a tenancy issue on our website.

WHERE CAN I GET MORE HELP?

FDV can result in lots of legal issues. You may want advice about restraining orders, family law for children's arrangements and for property settlement, advice about child support, support as a victim of crime, advice about criminal injuries compensation, and possibly advice about child protection law too.

You can call the [National Domestic Family and Sexual Violence Counselling Service](#) on **1800RESPECT** to help you identify what you can do and to find the right services and support for you.

Legal information, advice, and referrals:

Legal Aid WA: 1300 650 579

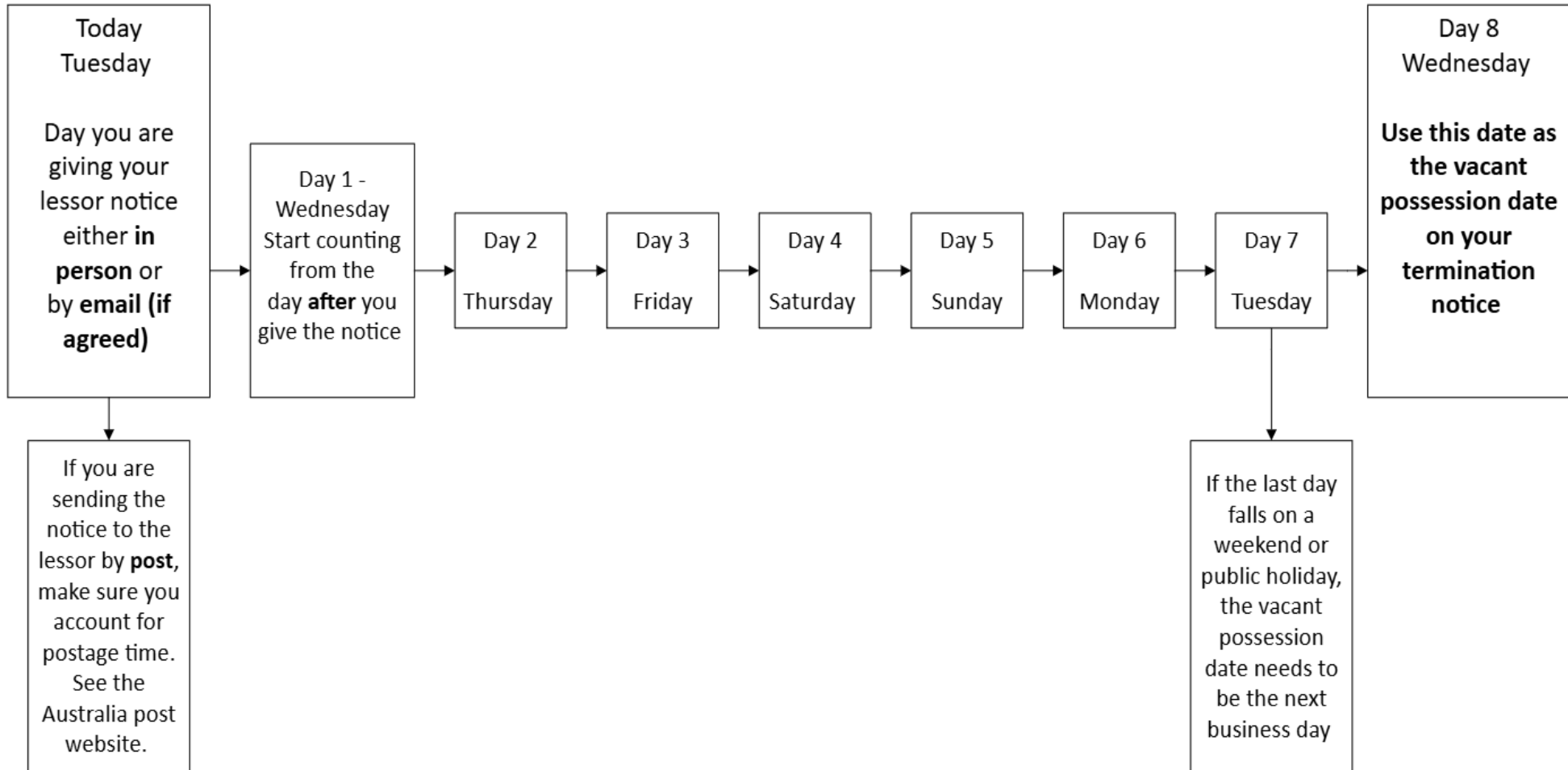
Your local Community Legal Centre or an appropriate specialist service – a full list is available at the [Community Legal WA](#) website.

If you are at risk of homelessness:

Entrypoint - entrypointperth.com.au/ - referral service for people at risk of homelessness. Phone (08) 6496 0001 or 1800 124 684.

Crisis Care - Telephone (08) 9223 1111 or 1800 199 008 (country free call).

What date should I put on the notice?



FURTHER HELP – TENANTS ADVICE AND ADVOCACY

Circle Green Community Legal

(08) 6148 3636

www.circlegreen.org.au

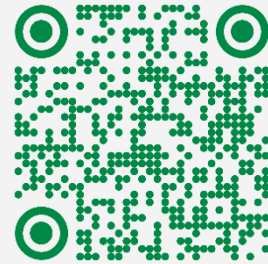
Department of Energy, Mines, Industry Regulation, and Safety

Consumer Protection for consumer and tenancy related matters

commerce.wa.gov.au/consumer-protection | 1300 304 054

**To find a tenant advocate in your area,
visit our website or use the QR code →**

<https://circlegreen.org.au/resource/find-a-tenant-advocate>



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