



# Tenancy

Some common questions that students ask about renting in Victoria.

## New Laws

The terms landlord and tenant no longer appear in the Residential Tenancies Act 1997. Instead, they are now called **Residential Rental Provider (landlord)**, which we shorten to **Rental Provider (RP)**, and **Renter (tenant)**.

New laws for renters came in to effect from 29 March 2021 include:

- a ban on rent bidding (meaning applicants offer or are encouraged to pay more than the advertised price in order to secure a property), and
- information you must be given to help you decide whether to apply for the property.

Here are the top 5 things you should do:

- 1** **Inspect** the house before signing a lease. If you cannot be there in person, have a friend or family member inspect and video call you while they are there.
- 2** During the inspection make sure the property complies with Minimum Standards (see next page).

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Deakin Student Legal Service is a partnership between Deakin University Student Association (DUSA), Eastern Community Legal Centre and Barwon Community Legal Service. This information is intended as a guide only. It is not a substitute for legal advice.

**3 Lease** - Before signing a lease – make sure you read and understand it – **ask questions and ensure:**

- a) Length of lease period is clearly noted
- b) The amount of rent and how often it must be paid is noted
- c) Ways to pay the rent are noted – at least one method without any fees attached
- d) Any special clauses are clear (such as upkeep of garden, requirement for carpet steam cleaning when lease ends, etc.)

**4 Bond**

- a) Payment of Bond – You should always sign a Bond Lodgment form and receive a receipt. The receipt should be from the Residential Tenancy Bond Authority (RTBA), not from your rental provider.
- b) Condition report – check and return the condition report within 5 working days. Take as many photos/videos as possible when you move in, and the same when you move out.

**5 Sharehouses** – Housemates share all legal responsibilities for rent and maintenance, even if not all names are on the lease. Make sure the Rental Provider knows who lives at the rented premises and has given permission in writing. It's also a good idea to have a housemate's agreement in writing, noting:

- a) Who will connect utilities (electricity, gas and water)
- b) How rent and other costs will be divided
- c) What happens if one housemate causes damage, and
- d) What happens when someone wants to move out early

## **Minimum Rental Standards**

Rental Providers now have a duty to rent out properties that meet basic minimum standards to renters who move into new properties from 29 March 2021. After that date renters who move into a home that does not meet all the standards have new rights.

From this date, the Rental Provider must make sure your home complies with the rental minimum standards on or before the day you get the keys and make sure your home continues to comply with the rental minimum standards throughout the lease agreement. Some examples of the minimum standards include:

- Locks – on all external doors and windows
- Vermin proof council bins
- Bathroom with washbasin, bathing area (bath or shower), working toilet and hot/cold water

- Kitchen – food prep/cooking area, sink with hot/cold water, stovetop with at least 2 burners
- Property free from structure issues (e.g. major cracks) and mould, with adequate ventilation.
- Heating – must have fixed heater (not portable)
- Window coverings in bedrooms and living areas must block light and allow for privacy.
- Gas/Electrical safety checks must be carried out every two years.
- Pets can only be refused by order of VCAT
- Each Renter must be given a free set of keys.
- Rent receipts must be provided after each rent payment.

### **My Rental Provider won't return my bond. They say I have caused damage to the house but I haven't. What can I do?**

Your Rental Provider has 14 days from the end of the rental agreement to return your bond. Within this period they can negotiate with you if they believe you have caused any damage to the property that requires fixing. You can agree or disagree to let them keep some of the bond amount. If you don't believe you caused any damage, the Rental Provider must, within the same 14 days, apply to Victorian Consumer and Administrative Tribunal (VCAT) for a hearing on the disagreement.

If the Rental Provider does not return the bond or apply to VCAT within 14 days, you can contact the **Residential Tenancy Bond Authority (RTBA)** yourself and request the return of your bond. Please note that you can still contact the RTBA even if your Bond was not lodged with them, as your Rental Provider has breached the law. The RTBA will follow up with the Rental Provider directly.

### **I'm moving into a sharehouse. What should I be aware of?**

If you share a house with others, you share all legal responsibilities of rent and maintenance, even if your name is not on the lease. It is a good idea to write up a 'housemates agreement', noting who will connect electricity, gas and water, Netflix etc., how rent and other costs will be divided, what happens if someone causes damage and what happens when someone wants to leave.

Even if only one person is noted on the lease and bond receipt, the Rental Provider must still be made aware and give their permission in writing for anyone else living in the house.

## **Our heater/stovetop/hot water has stopped working. What can I do?**

You should notify the Rental Provider/Agent in writing. They are responsible for keeping the house in good repair. You are responsible for avoiding damage and keeping the house reasonably clean.

If damage is caused by you, you will probably need to cover the cost of repair. If the damage occurred because the house or item was old, this is usually the Rental Provider's responsibility.

Repairs are classed as either urgent or non-urgent under the law. Urgent repairs need to be resolved as soon as possible, for example heating, hot water, security issues or cooking facilities. Non urgent repairs have up to 14 days. If repairs are not carried out within a reasonable period, you can apply to VCAT about the urgency of the repair.

It is your responsibility to report any repairs/maintenance issues to the Rental Provider/Agent.

## **My Rental Provider told me they will increase the rent next month. I think it is too much.**

From 19 June 2019, rent increases can only be made once every 12 months. If you have a 12 month rental agreement and a rental increase is not noted in the contract, increases can only take place at the end of the contracted lease period. For month by month (periodic) rentals after a lease period ends, increases are allowed once every 12 months.

Rental increase notifications must be made in writing, must outline how the increase was determined, and give at least 60 days' notice before the increase takes effect. If these criteria are not met, the rent increase is not valid. Seek advice if you believe this is the case.

If you think a notified increase is unreasonable you can apply to Consumer Affairs Victoria for an assessment within 30 days of being notified. You should seek legal advice if you are in this situation.

## **I want to move out. What do I have to do?**

If you've signed a lease to rent for a fixed period of time (usually 6 or 12 months) this is called a fixed term tenancy. At the end of the fixed term if you do not resign or extend your lease, the contract automatically changes to month to month; this is called a periodic tenancy. Rights and Responsibilities do not change. To move out you must give the Rental Provider or Agent notice in writing and continue paying rent until 28 days after it has been received. Even if you intend to move out on the date your lease agreement is scheduled to end, you must still give 28 days' notice.

## I want to move out early. My Rental Provider has told me I have to keep paying until they find someone else, plus costs for them to advertise.

If you have a fixed term tenancy agreement but want to move out early, this is called breaking the lease. The Rental Provider can claim reasonable costs, including rent for the period until they find a new tenant and advertising costs. **You should get legal advice before breaking a lease because there may be other options** - transferring the lease to someone else or special circumstances which make leaving your only option.

## I have the opposite problem. My Rental Provider is trying to evict me!

If you act in a way that is a breach of your lease agreement, a Notice to Vacate may be issued. It must outline why you are being evicted and must abide by the law. For example, if you are 'endangering safety', 'damaging property' or making 'threats and intimidation'. You must also be notified of a date by which you must move out. **You should get legal advice (such as from Deakin Student Legal Service)**

You can only be evicted within your lease term if the Rental Provider follows certain steps, including applying to and receiving an order from VCAT, and an opportunity for you to respond to any claims. Otherwise eviction is illegal.

## Contact us

If you are enrolled at Deakin University, then you can contact the Deakin Student Legal Service for free and confidential legal advice. To book in an appointment, call:

- **Geelong campus:** 1300 43 05 99 (*Barwon Community Legal Service*)
- **Burwood campus:** 1300 32 52 00 (*Eastern Community Legal Centre*)

You can also request an appointment **online at [www.eclc.org.au/deakin](http://www.eclc.org.au/deakin)**

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