

# Renting a home

A guide for tenants



# New renting laws

In September 2018, the Victorian Government passed the *Residential Tenancies Amendment Act 2018*, which includes more than 130 changes to the *Residential Tenancies Act 1997*.

The new laws will come into effect progressively, and will all be in place by 1 July 2020.

To view all the changes, visit [engage.vic.gov.au/fairersaferhousing](https://engage.vic.gov.au/fairersaferhousing).

For updates, visit [consumer.vic.gov.au](https://consumer.vic.gov.au).

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## Disclaimer, copyright and publisher information

Because this publication avoids the use of legal language, information about the law may have been expressed in general statements. This guide should not be relied upon as a substitute for the *Residential Tenancies Act 1997* or professional legal advice.

Authorised and published by the Victorian Government, 1 Treasury Place, Melbourne

April 2019

ISBN: 978 1921079 77 1



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If you would like to receive this publication in an accessible format, please telephone Consumer Affairs Victoria on 1300 55 81 81.

## About this guide

*Renting a home: A guide for tenants* is the summary approved by the Director of Consumer Affairs Victoria of the rights and duties of a landlord and tenant under a tenancy agreement.

Under section 66 of the *Residential Tenancies Act 1997* (the Act) landlords and agents must give the tenant this guide on or before the day they move in.

Consumer Affairs Victoria can take tenants, landlords and agents to the Magistrates' Court for not obeying certain obligations under the Act. In some circumstances, the Magistrates' Court may impose a fine.

If you are living in a rooming house, please refer to *Rooming houses: A guide for residents and operators*. Copies of this guide are available from [consumer.vic.gov.au/forms](https://consumer.vic.gov.au/forms).

## Additional copies

Additional copies of this guide are available from [consumer.vic.gov.au/forms](https://consumer.vic.gov.au/forms). To order more than five copies, download an order form from the website.

Information about renting is available in other languages from [consumer.vic.gov.au/languages](https://consumer.vic.gov.au/languages).

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# Essentials for tenants

- ✓ **Do not sign anything unless you understand what it means.**
- ✓ **Never sign a blank form – for example, a bond form – even if it looks official.**
- ✓ **Official notices you give your landlord or agent must include all the required details. Use the forms available from [consumer.vic.gov.au/forms](http://consumer.vic.gov.au/forms).**

## At the beginning of a tenancy

- read and sign your 'Residential Tenancy Agreement' form  
> see ['Tenancy agreements'](#) on page 10 for details
- keep a copy of anything you sign
- seek advice if you have a tenancy issue or question
- check that your new home is completely safe, and raise any issues with your landlord or agent
- complete a 'Condition Report' if you have paid a bond – you can add to or edit a 'Condition Report' completed by a landlord or agent > see ['Bond top-ups'](#) on page 16 for details
- consider taking photos of the property before or on the day you move in
- complete and sign the 'Bond Lodgement' form and keep the receipt. Your landlord or agent can lodge the bond online if they have registered with RTBA Online > see ['The bond'](#) on page 14 for details
- contact the utility companies of your choice to ensure these are connected by the time you move in.

## During a tenancy

- communicate with your landlord or agent and keep them informed of any problems that may arise. You can communicate electronically (for example, by email) if both parties agree. Make sure that consent to electronic communication is in writing
- make sure you pay your rent on time
- keep all records such as rent receipts
- keep your property reasonably clean; this will minimise any problems that may occur during a landlord or agent inspection
- get written permission from your landlord if you wish to sub-let or assign the tenancy agreement to someone else
- let your landlord or agent know of any repairs that need to be done  
> see ['Repairs'](#) on page 25 for details
- put all requests to your landlord or agent in writing. Forms are available from Consumer Affairs Victoria.

### At the end of a tenancy

- give adequate notice when planning to leave; the notice period will depend on your reason for leaving > see [‘When you want to end the tenancy’](#) on page 40 for details
- pay any outstanding rent
- check your responsibilities for separately metered utilities
- clean the property
- consider taking photos after you move your furniture out to show the condition of the property
- take all your belongings with you > see [‘Belongings left behind’](#) on page 48 for details
- keep the ‘Condition Report’ in case of a dispute
- try to agree with your landlord or agent on the return of the bond > see [‘Agreeing on the return of the bond’](#) on page 46 for details
- if you have paid a bond, complete a ‘Bond Claim’ form and return it to the Residential Tenancies Bond Authority (RTBA). Bond Claim forms can be generated at [rentalbonds.vic.gov.au](http://rentalbonds.vic.gov.au). Paper forms must be signed by you and your landlord or agent. Your landlord or agent can lodge the bond claim online if they have registered with RTBA Online
- leave a forwarding address with your landlord or agent or Australia Post.



# Long-term leases

Long-term leasing is a new option available under the *Residential Tenancies Act 1997*.

From 3 April 2019, a lease agreement of more than five years is a long-term lease, and an agreement of up to five years is a short-term lease.

A long-term lease allows tenants and landlords to tailor the terms, and agree up-front on things like rent increases and minor changes to the property.

## Benefits of a long-term lease

### The lease agreement

Long-term leases allow you to tailor the agreement to suit you and your landlord's circumstances for a longer rental period. See ['Forms for long-term lease agreements'](#) on page 8 for details.

### Rental bonds

If you top up your bond, you will be able to use this amount to cover any repairs or maintenance at the end of your tenancy, rather than having to come up with additional funds to cover expenses before you leave. If there are no repairs or expenses to pay at the end of the long-term lease, you can claim your bond back using the normal process. See ['The bond'](#) on page 14 for details.

### Rent increases

You agree at the start of the tenancy if and when your rent will increase, and by how much. The landlord can schedule the dates and amounts based on a fixed dollar amount or percentage, the Consumer Price Index (CPI) or Statewide Rent Index (SRI). The agreed increase schedule and amount cannot change without your consent. See ['Rent increases'](#) on page 32 for details.

### Property modifications

You can include certain modifications in the lease agreement that your landlord is happy for you to make during the lease period. You won't need to get the landlord's written permission before making these changes, but you will need their written permission before making any other changes to the property. See ['Installing fixtures and altering the property'](#) on page 27 for details.

## Inspections

The landlord can inspect the property every 12 months. See [‘Entry to the premises’](#) on page 31 for details.

## Ending a long-term lease agreement

You cannot shorten the lease agreement unless the landlord agrees. If you break the lease, the landlord can ask you to pay one month’s rent for every full year left on the lease. This is capped at six years, so the maximum amount the landlord can ask you to pay is six months’ rent. You may also be charged a one-off reletting or advertising fee. You can apply to the Victorian Civil and Administrative Tribunal (VCAT) if you need the lease to end early due to severe hardship. See [‘Part 3: Ending a tenancy’](#) on page 35 for details.

## How to start a long-term lease

If you have decided that a long-term lease is right for you, there are a number of ways you can start one.

## Switching from a short-term lease

If you are currently in a short-term lease agreement – any fixed-term lease of up to five years, or a month-to-month agreement with no set end date – and would like to move to a long-term lease, speak to your

landlord/property manager or tenant about this. You can:

- mutually agree to end your current lease early and start a long-term lease. If you decide to do this, make sure you both agree on the terms of the long-term lease agreement before ending the short-term lease
- wait until the short-term lease ends and then start a new long-term lease agreement.

You can use the information under [‘Benefits of a long-term lease’](#) on page 6 To help you start the discussion.

### Remember:

Long-term leases are tailored specifically to suit a longer rental period, so have additional features, options and obligations.



## New lease agreements

If you are looking to rent or lease property for the first time, it’s a good idea to start with a short-term lease – for example, 12 months – to see if the arrangement is right for you.

If you are happy with your tenant or landlord/property manager, you can have a discussion towards the end of the 12-month lease about switching to a long-term lease.

## Getting legal advice before signing a long-term lease

You may wish to get professional legal advice before you sign a long-term lease. You can find legal practitioners through the Law Institute of Victoria's legal referral service at [liv.asn.au/referral](http://liv.asn.au/referral).

## Forms for long-term lease agreements

There are two types of fixed-term lease agreements that can be used for a tenancy in Victoria:

- Residential tenancy agreement Form 1 – the existing agreement, which must be used for written leases of up to five years (short-term lease)
- Residential tenancy agreement Form 2 – the new agreement, which is designed for leases of more than five years (long-term lease).

A long-term lease must be in writing. You can use the existing short-term agreement (Form 1) for a long-term lease; however, it does not include the additional benefits available in the new long-term agreement (Form 2). If a long-term lease is not in writing, the tenant can end the lease at any time without penalty by giving the landlord 28 days' written notice.

To download these forms, visit [consumer.vic.gov.au/forms](http://consumer.vic.gov.au/forms).



PART 1:  
Beginning a tenancy



## At the start of your tenancy

- ✓ Carefully read and understand the tenancy agreement before you sign it.
- ✓ Get the landlord or agent's contact details.
- ✓ Pay the bond if required.
- ✓ Pay rent in advance if required.
- ✓ Fill out and keep a copy of the 'Condition Report'.

### Tenancy agreements

**A tenancy agreement, also called a lease, is a legal contract between you and your landlord.**

It outlines:

- the rent you need to pay and how to pay it
- the length and type of tenancy
- the amount of bond required
- other conditions and rules
- any special terms agreed by the parties.

Most people who sign a tenancy agreement pay rent to a landlord or an agent working for the landlord.

There are three types of tenancy agreements:

1. **Short fixed-term lease** – a set period of time, up to five years.
2. **Long fixed-term lease** – a set period of time, more than five years. For more information, see '[Long-term leases](#)' on page 6.

3. A **periodic lease ('month by month')** has no end date. After a fixed-term lease expires, you can either sign a new fixed-term lease, or roll automatically onto a periodic lease. Normally, when a lease becomes periodic, you do not have to sign a new lease. The terms and conditions of the original agreement still apply, but if you don't sign a new fixed-term lease, you risk the security of your tenancy.

Short-term leases can be written or verbal; however, we recommend using Form 1.

Long-term leases must be in writing, using either Form 1 or Form 2.

Extra terms and conditions may be included, but the agreement must comply with the *Residential Tenancies Act 1997*.

Tenancy agreement forms are available from [consumer.vic.gov.au/forms](https://consumer.vic.gov.au/forms).

**Note:**

If you or your landlord do not give notice to end a fixed-term agreement, you will automatically roll over to a periodic tenancy agreement at the end of the fixed term.



**For more information about ending a tenancy, see [‘Ending a tenancy agreement’](#) on page 36.**

## Signing your rental agreement

Before you sign the tenancy agreement:

- your landlord or agent must give you a copy of the unsigned document
- read it carefully and make sure you understand it.

Extra terms and conditions may be included if you and your landlord or agent agree, but these must comply with the Act.

Once the tenancy agreement has been signed, your landlord or agent must give you a copy within 14 days.

### Your landlord or agent must give you:

- their full name and address
- an emergency telephone number and (in the case of agents) a fax number to be used for urgent repairs.

If an agent (rather than the landlord) manages your property, they must also provide in writing:

- details of whether or not the agent can authorise urgent repairs, and
- if the agent can authorise urgent repairs, the maximum amount they can authorise.

The landlord or agent should also give you a copy of the owners corporation rules, if any apply to the property. This is likely if you are renting an apartment, a townhouse or a unit. The rules may cover day-to-day issues such as parking, pets and noise.

### Your landlord or agent can be fined if:

- they do not provide these details on or before the first day of your occupancy
- they do not advise you of any changes to their contact details within seven days.

## Tenants with children

In most circumstances, a landlord or agent cannot legally refuse to rent a property to tenants with children. This is discrimination and is against the law.

For information about discrimination in accommodation, contact the Victorian Equal Opportunity and Human Rights Commission > see [‘Victorian Equal Opportunity and Human Rights Commission \(VEOHRC\)’](#) on page 55 for contact details.

## Pets

The *Residential Tenancies Act 1997* does not make any mention of pets.

However, it may be possible to have a clause in a tenancy agreement that bans pets.

If you have a pet or intend to get one, you should let your landlord or agent know as it may be in breach of the terms of your tenancy agreement.

If you keep a pet that has been causing damage or nuisance, or interfering with the reasonable peace and comfort of neighbours, you can be issued with a 'Breach of Duty' notice by the landlord or agent.

If your pet has been found to be endangering the safety of neighbours, you may be given an immediate 'Notice to Vacate' by the landlord or agent.

## Assistance animals

If you have a disability and you use an assistance animal, such as a guide dog, landlords and agents cannot:

- refuse to rent you a rental property or room because of your assistance animal
- ask you to remove your assistance animal from your rental property or room
- ask you to vacate your rental property or room because of your assistance animal
- ask you to pay an extra charge because of the assistance animal.

You can contact the Victorian Equal Opportunity and Human Rights Commission for more information or to make a complaint > see

['Victorian Equal Opportunity and Human Rights Commission \(VEOHRC\)'](#) on page 55 for contact details.

## Tenancy databases

Tenancy databases, also referred to as 'blacklists' or 'bad tenant databases', contain information about the renting history of certain tenants.

A landlord or agent can pay a membership fee to access a database when choosing a tenant for a property. They can use the database to:

- search for and screen prospective tenants
- list previous tenants.

## Notifying prospective tenants about databases

When you apply to rent a property, and the landlord or agent are using a database to help decide whether a tenancy agreement should be entered into, they must:

- advise you if they subscribe to a database
- provide you with the contact details of the database operator.

The details must be in writing.

If the landlord or agent finds personal details of you on a database, they must advise you in writing, within seven days, of:

- the name of the database and the person who listed the information
- the personal information held in the database
- how you can check, change or remove the listing (that is, by contacting the database operator or the person who listed you).

The landlord or agent can face significant penalties for not advising you about databases.

### Listing a tenant on a database

You can only be listed on a database if:

- you were named on the tenancy agreement
- the agreement has ended
- you breached the agreement and because of the breach, you owe an amount more than the bond, or the Victorian Civil and Administrative Tribunal (VCAT) has made a possession order.

This applies if you breached your tenancy agreement by:

- maliciously damaging property
- endangering neighbours' safety
- not paying rent
- failing to comply with a VCAT order
- using the property for illegal purposes

- sub-letting the property without the landlord or agent's consent.

Before listing a tenant on a database, the landlord or agent (or the database operator) must notify the tenant in writing, and provide them with 14 days to object and make submissions.

### Updating or removing listings

Listings more than three years old must be removed from a database.

If the landlord or agent become aware that information listed is inaccurate or out of date, they must notify the database operator within seven days.

The operator must then change or remove the listing within 14 days.

You can apply to VCAT to change or remove inaccurate or out-of-date listings.

### Guarantees

A guarantee is an agreement where a person, other than you, agrees to pay the landlord for any losses incurred if you breach any part of your tenancy agreement or the *Residential Tenancies Act 1997*.

Your landlord can only ask for a guarantee as well as a bond when:

- the rent is more than \$350 a week, or
- you are renting your landlord's principal place of residence until they resume living there. This condition must be stated in the lease.

If there is a guarantee but no bond, the guarantee can only be enforced if the amount is no more than one month's rent.

### Rent in advance

If you pay rent weekly, your landlord or agent cannot ask for more than 14 days' rent at the beginning of a tenancy. In any other case, provided the rent is \$350 a week or less, the landlord or agent cannot ask for more than one month's rent in advance.

### Deposits and charges

A landlord or agent can ask you for a holding deposit. This must be refunded when the tenancy agreement is signed.

If no tenancy agreement is made within 14 days, the money must be refunded by the next business day.

A landlord, agent or other third party cannot charge for:

- showing you a property
- issuing a rent payment card
- establishing or using direct debit facilities
- making, continuing or renewing a tenancy agreement (this may also be referred to as a premium, bonus, commission or key money).

### The bond

Most landlords or agents will ask you to pay a bond. A bond acts as a security that you will meet the terms of your tenancy agreement. If you fail to keep the property clean, cause damage or are in rent arrears, your landlord or agent may claim some or all of the bond when the tenancy ends.

In a **short-term lease** (up to five years), if your rent is \$350 a week or less, the bond cannot be more than the equivalent of one month's rent.

In a **long-term lease** (more than five years) using Form 2, if your rent is \$760 a week or less, the bond cannot be more than the equivalent of one month's rent. For more information about Form 2, see ['Forms for long-term lease agreements'](#) on page 8.

Your landlord or estate agent may charge a bond that is more than one month's rent if:

- the tenancy agreement states that the premises are the landlord's principal residence and the landlord intends to resume living there at the end of the tenancy, or
- weekly rent is more than \$350 (short-term lease) or more than \$760 (long-term lease), or
- the landlord or estate agent gets an order from the Victorian Civil and Administrative Tribunal (VCAT) setting out the amount of an increased bond.

## Looking after the bond

Your bond money is held by the Residential Tenancies Bond Authority (RTBA).

There are two ways that landlords or agents can lodge bonds with the RTBA.

1. If they lodge the bond using an 'Electronic Transaction' via RTBA Online, you will get an email with a link to a secure website where you can accept, request changes to, or reject the transaction. Once you accept the transaction, the bond is lodged and the RTBA will email you a receipt and ID number.
2. If they lodge the bond on a paper form, they must give you a completed and signed official 'Bond Lodgement' form to sign. The RTBA will send you a receipt. Contact the RTBA if you have not received a receipt 15 business days after paying your bond.

'Bond Lodgement' forms can be generated on the RTBA Online website at [rentalbonds.vic.gov.au](https://rentalbonds.vic.gov.au).



Payment can be made via an 'Electronic Transaction' or by cheque or money order to the 'Residential Tenancies Bond Authority'. The postal details are under '[Residential Tenancies Bond Authority \(RTBA\)](#)'

on page 54 and on the 'Bond Lodgement' form.

## Bonds from the Director of Housing (DoH)

If you are on a low income and can afford to rent privately, but are struggling to pay the up-front costs, you may be eligible for a bond loan from the DoH.

A DoH 'Bond Loan Voucher' must be used for any part of the bond provided by the DoH. The DoH will issue a voucher when a bond loan is approved.

In cases where you have paid the bond while waiting for an approved DoH bond loan, you may apply to the RTBA to get your bond money back.

To find out if you are eligible for a DoH bond loan, contact the DoH > see '[Department of Health and Human Services](#)' on page 54 for contact details.

## Dishonoured bond payments

If a bond payment to the RTBA is dishonoured, the landlord or agent can organise to collect the money and re-lodge the bond, give you a 14-day 'Notice to Vacate' for non-payment of a bond, or waive the bond.

If you have paid a bond to the landlord or agent, and their payment to the RTBA is dishonoured, the landlord or agent must re-lodge the bond.

If this happens, they cannot give you a 14-day 'Notice to Vacate' for non-payment of a bond, or waive the bond.

### **Difference between bond and rent**

Your bond and rent are separate payments. You may be fined for treating any part of the bond as rent.

You must continue to pay rent until you vacate even if:

- your landlord has refused to do repairs
- you have given your landlord notice of your intention to vacate
- your landlord has given you a 'Notice to Vacate'.

### **Bond top-ups**

In a long-term lease agreement (using Form 2), a landlord can ask you to top up the bond amount after five years, by giving you 120 days' written notice. This can only occur if there are five or more years left on the lease, or the lease is extended so that there are five or more years left. The top-up process is similar to bond lodgement, and is carried out through the RTBA Online website at [rentalbonds.vic.gov.au](http://rentalbonds.vic.gov.au).

#### **Amount of bond top-up**

If the landlord chooses to top up the bond, and the rent is less than \$760 per week at the time of top-up, the total amount of bond after the top-up cannot be more than four weeks' rent.

For example, if the rent when the lease was signed was \$700 per week and the rent after five years is \$750 per week, the landlord can ask you to lodge a further amount as long as the total bond lodged with the RTBA does not exceed four weeks' rent.

There are no limits to the initial bond amount or bond top-up amount when the rent is more than \$760 per week, or increases to more than \$760 per week during the tenancy.

#### **When the bond top-up can occur**

The top-up can only occur after five years, and only if there are five or more years left on the lease.

For example, in a 10-year lease, the landlord could ask you to top up the bond after five years as there are still five years left on the lease. In a seven-year lease, the landlord could not ask you to top up the bond after five years, as there will only be two years left on the lease.

If you agree, the landlord can extend the lease agreement so that there are five or more years remaining. This would allow the bond to be topped up.

#### **If you do not top up the bond**

If you don't pay the required amount on the date specified in the 120 days' written notice, it will be treated the same way as rent arrears. See '[Paying rent](#)' on page 20.



## The 'Condition Report'

If you have paid a bond, your landlord or agent must prepare a 'Condition Report', which records the property's general condition, including fittings and fixtures before you occupy the rented premises. Even if you have not paid a bond, it is still a good idea to get a 'Condition Report'.

Consumer Affairs Victoria has a 'Condition Report' form to help you rate the condition of your new home.

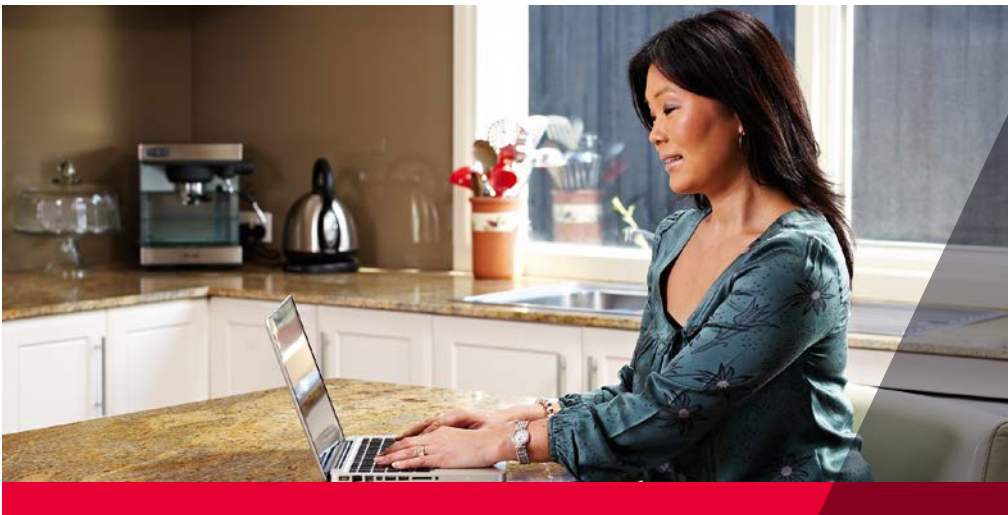
The 'Condition Report' can be used as evidence if there is a dispute about who should pay for cleaning, damage, or replacement of missing items, particularly at the end of a tenancy.

If possible, take photos of the premises before you move in to further show their condition.

Your landlord or agent must provide you with two copies of the signed 'Condition Report' before you move in.

Review and, if necessary, add your comments to the 'Condition Report'. Return the report to your landlord or agent within three business days of moving in. All parties should keep their copy of the 'Condition Report' until the end of the tenancy.

Your landlord or agent may claim some or all of the bond for cleaning, damage, or replacement of missing items at the end of your tenancy. If the 'Condition Report' stated that the work was required at the start of the tenancy, or the items were not listed, it can help you prove the bond should be returned to you.



## Completing the 'Condition Report'

It is important to note on the 'Condition Report' if you disagree with any points.

Check that everything attached to a ceiling, wall or a door (for example, light fittings, mantelpieces, hooks and handles) is fixed securely and unlikely to injure anyone.

Take photographs, particularly of any features of the premises you have made a note of in the condition report.

### Reporting safety issues



You should inform your landlord or agent of any defects that pose a threat to safety so these can be fixed by an expert. If you report a safety risk and it is not fixed, you can take further action > See ['Repairs'](#) on page 25.

If the problem is serious enough to make the premises unsafe to live in, notify your landlord or agent immediately. If the problem cannot be fixed, you may be able to end your tenancy agreement.

For more information > see ['When you want to end the tenancy'](#) on page 40.

## Water meter readings

If the property has a separate meter, your landlord or agent:

- can arrange for you to be billed for water usage and sewage disposal
- must give your contact details to the water provider, who will read the meter and commence billing.

It is a good idea to confirm the details in a letter to the water provider and keep a copy.

## Utility connections

When starting a tenancy, you should:

- contact the utility providers of your choice to ensure gas and electricity are connected
- arrange for bills to be in your name
- leave enough time to arrange any connections prior to moving in.

Some agents will offer a connection service via an external company.

You do not have to tick the box on the tenancy application form for this service; if you do, you are only consenting to having the connection company call you.

### Smoke alarms



The landlord is responsible for fitting smoke alarms. For more information, see ['Smoke alarms'](#) on page 30.

## PART 2: During a tenancy



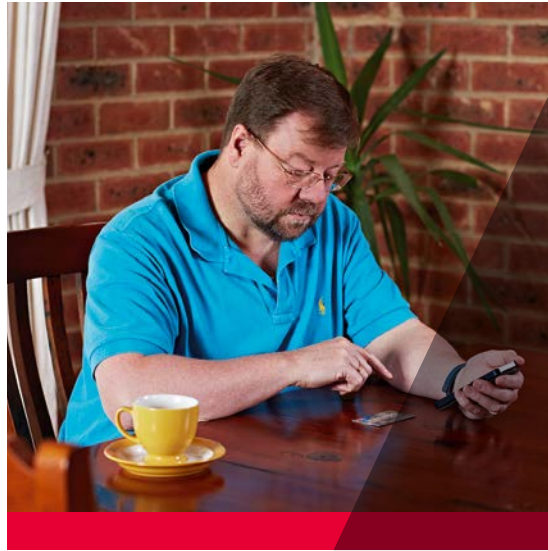
## Paying rent

- ✓ Pay your rent on time.
- ✓ Get a rent receipt.

You are responsible for paying your rent on time. You must continue paying it until the tenancy ends.

### Remember:

If any rental payments are late or not made, you may be in breach of your tenancy agreement. If the rent is 14 days or more behind, your landlord or agent can give you a 14-day 'Notice to Vacate'.



## Rent receipts

You are entitled to receive a receipt for each rent payment. Your landlord or agent who receives the rent must:

- give you a receipt immediately if you pay in person
- give you a receipt within five business days if you do not pay in person but request a receipt
- keep a record of the payment for 12 months. If you request a copy within that time, they must provide you with a copy of the record within five business days.

The landlord can be fined if the rules on providing rent receipts are not followed.

A rent receipt must include:

- your landlord or agent's signature
- your name
- property address
- payment date
- what period the payment was for
- how much was paid
- a statement that it is a rent receipt.

## Communicating with your landlord or agent



You and your landlord or agent may need to contact each other about issues such as rent increases, sub-letting, damage to the premises, or ending the tenancy.

You should always communicate or confirm important matters in writing. Your written communications should be clear, signed, and include all the necessary details. Keep copies for future reference. Consumer Affairs Victoria has forms available for a range of scenarios.

See [consumer.vic.gov.au/renting](https://consumer.vic.gov.au/renting) for details.

You can communicate (including sending official notices and documents) with your landlord or agent via email, if they agree. Make sure that consent to electronic communication is in writing.

## Utilities

### Water expenses

If the property has its own meter, you must pay for:

- water consumption, and
- sewage disposal, unless your landlord has agreed to pay these charges. This agreement must be in writing and signed by the landlord.

The landlord must pay all other charges related to water supply, although different rules may apply when a tank is the main source.

### Other utilities

Your landlord must pay all installation and initial connection costs for electricity, gas and oil supply. If there is a separate meter, you must pay for all other charges for these amenities, unless otherwise agreed. If there is no separate meter, your landlord must pay.

Where bottled gas is provided, your landlord pays for the supply or hire of bottles, and you pay for the gas. Your landlord must reimburse you:

- if you have paid the costs of any utilities for which your landlord is liable
- for any rates or taxes paid to a public authority that are not part of consumption charges for the service.

Read your tenancy agreement carefully and make sure you clearly understand who is responsible for paying utilities.

Tenants in housing owned or subsidised by the government may be charged separately for expenses such as heating and laundry.

### Sustainable living tips



Environment Victoria publishes *The Victorian Green Renters' Guide: Sustainable Living Tips for Renters*.

You can download a copy from [environmentvictoria.org.au/rentersguide](https://environmentvictoria.org.au/rentersguide) or call (03) 9341 8100.

## Looking after the property

Tenants, landlords and agents have responsibilities during a tenancy.

### As a tenant you must:

- keep the premises reasonably clean
- not cause damage
- notify your landlord or agent of any damage as soon as possible
- ensure you and your visitors respect your neighbours' rights to privacy, peace and comfort
- ensure the property is not used for any illegal purpose

- obtain consent from the landlord or agent before installing any fixtures, or making any alterations/renovations, if these were not agreed up-front and included in your written lease.

### Your landlord or agent must:

- give you a copy of this guide on or before the day you move in
- ensure the rented premises are vacant and in a reasonably clean condition on the day you move in
- keep the premises in good repair
- ensure any replacement water appliance, fitting or fixture meets energy efficiency standards
- give you a key as soon as possible after changing any lock
- let you have peace and quiet in the premises
- not carry out a general inspection of the premises until after the end of the first three months of continuous occupation. This does not apply if the landlord is selling the property, and wishes to inspect it for valuation purposes
- follow the rules about proper notice periods for ending a tenancy > see ['When your landlord wants to end the tenancy'](#) on page 37 for details.

*Your landlord or agent must give you a copy of this guide on or before the day you move in.*

## Your privacy

Landlords or agents who collect personal information from you may be bound by privacy laws, placing restrictions on how this information is passed on to third parties. If you think your personal information is being misused, contact the Office of the Australian Information Commissioner on 1300 363 992 or visit [oaic.gov.au](http://oaic.gov.au).

## If you do not meet your responsibilities

Your agent or landlord can issue you with a 'Breach of Duty' notice if you do not meet certain responsibilities. The notice will ask you to rectify the problem. If the problem continues, your agent or landlord could ask the Victorian Civil and Administrative Tribunal (VCAT) to make an order.

## If a landlord or agent does not meet their responsibilities

You can also send your landlord or agent a 'Breach of Duty' notice under certain circumstances if you believe they are not meeting their responsibilities.

Before you issue a 'Breach of Duty' notice, it is recommended you contact Consumer Affairs Victoria or a tenancy advocacy service for more information.



## Sharing a property

There are generally two types of arrangement when tenants are sharing a property.

### Co-tenancy

In a co-tenancy, every tenant signs the tenancy agreement and all names appear on the bond lodgment form. Usually, the bond amount is divided equally among all tenants. However, each tenant is responsible for the full amount of the bond, not just their share.

**Remember:**

In a co-tenancy, any one individual can be held responsible for the actions of all the tenants if, for example, rent is owing or the property has been damaged.



**Remember:**

You must get your landlord's written permission before sub-letting any part of the property. It is a good idea to seek advice when considering sub-letting and before finalising any agreement.



### Sub-letting

In the case of sub-letting, one or more existing tenants will rent out part or all of the property to other people. The tenants who signed the initial tenancy agreement are the 'head tenants' and those tenants renting from them are called 'sub-tenants'.

A tenant must not sub-let without the landlord's written approval. A landlord must give permission, unless there is a good reason to refuse. It is illegal to charge a fee for giving permission. If you sub-let, you will become the landlord to your tenant and must take on those responsibilities.

If you believe your landlord is refusing to allow you to sub-let without a good reason, you can apply to VCAT for a ruling. If you are living in public housing, your landlord is generally allowed to refuse permission for you to sub-let.

### Bond

If your landlord gives permission for you to sub-let and you take a bond from a sub-tenant, you must lodge the bond with the Residential Tenancies Bond Authority (RTBA) within 10 business days. The RTBA will consider you as a landlord for this purpose.

### Change of landlord or tenant

If a new landlord or agent takes over the property:

- the previous and new landlords/agents must complete an 'Agent/Landlord Transfer' form and submit it to the RTBA within five days of the changeover, and
- they must give you a copy of this form.



If a new tenant moves in under the existing tenancy:

- you must get your landlord's written permission to assign the tenancy agreement to someone else
- the landlord or agent and the incoming, outgoing and any continuing tenant must complete a 'Tenant Transfer' form to change ownership of the bond. Your landlord or agent may be able to lodge the 'Tenant Transfer' form via RTBA Online
- they should not pay the bond directly to any other tenant without completing a 'Tenant Transfer' form
- you must send the form to the RTBA within five days of the new tenant moving in.

A fine can be imposed for not sending a transfer form to the RTBA.

If you are living in a rooming house, please refer to *Rooming houses: A guide for residents and operators*.



**Copies of this guide are available from [consumer.vic.gov.au/forms](https://consumer.vic.gov.au/forms)**

## Repairs

- ✓ **Document repair requests in writing.**
- ✓ **Keep copies of all letters, forms and reports for future reference.**
- ✓ **Use forms available from [consumer.vic.gov.au/forms](https://consumer.vic.gov.au/forms).**

Repairs are your landlord's responsibility. However, if you caused the damage, the landlord or agent can ask you to arrange to repair it or pay for repairs they undertake.

Tenants, landlords and agents must follow set procedures when dealing with urgent and non-urgent repairs. You must continue to pay rent even while waiting for repairs.

However, if the matter has gone to VCAT, you can apply for the rent to be paid into VCAT's Rent Special Account until the issue is resolved.

## Urgent repairs

If you request urgent repairs the landlord or agent must respond immediately.

Urgent repairs are:

- a burst water service
- a blocked or broken toilet system
- a serious roof leak
- a gas leak
- a dangerous electrical fault
- flooding or serious flood damage
- serious storm or fire damage
- a failure or breakdown of any essential service or appliance provided by your landlord or agent for hot water, water, cooking, heating, or laundering
- failure or breakdown of the gas, electricity, or water supply
- any fault or damage in the premises that makes the premises unsafe or insecure
- an appliance, fitting or fixture that is not working properly and causes a substantial amount of water to be wasted
- a serious fault in a lift or staircase.

### Steps you can take to have an urgent item repaired



Contact your landlord or agent using the emergency telephone number they provided at the start of your tenancy. The landlord or agent must respond without delay. If a repair is urgent and you are not getting a prompt response from your landlord or agent, you can authorise the repair for up to \$1,800.

You can then give your landlord or agent a notice asking that they pay you back for the cost of the urgent repairs. Your landlord or agent has 14 days to pay from the date they receive the notice.

If:

- the landlord or agent does not complete the urgent repairs and they are going to cost more than \$1,800, or
- you cannot afford to pay for them, or
- the landlord refuses to reimburse you if you have paid for the repairs

you can apply to VCAT, which will hear the application within two business days. VCAT can order the landlord or agent to arrange the repairs.

## Non-urgent repairs

- ✓ Write to your landlord or agent telling them what needs to be repaired.
- ✓ You may use Consumer Affairs Victoria's 'Notice to Landlord of Rented Premises' form.

If you give your landlord or agent a list of repairs that need to be done, they have 14 days to carry them out.

If they do not carry out the repairs, contact Consumer Affairs Victoria. Consumer Affairs Victoria may be able to resolve the matter by talking to the landlord or agent.

If the matter cannot be resolved, you can send a copy of the written repairs notice to Consumer Affairs Victoria and ask for a Consumer Affairs Victoria inspector to visit the property. The inspector can report on whether the landlord has breached their duty to maintain the premises in good repair.

If the repairs still have not been done after you receive the inspection report, you then have 60 days to apply to VCAT for a repair order.

You must continue to pay rent even if your landlord or agent has not arranged for the repairs. However, if the matter has gone to VCAT, you may apply for the rent to be paid into VCAT's Rent Special Account until the issue is resolved.

## Installing fixtures and altering the property

### In a short-term lease (up to five years)

Unless you have the landlord's consent, you must not install any fixtures or make any alteration, renovation or addition to the property. If the landlord does consent, they are not required to reimburse any costs to you.

If the landlord becomes aware that you have installed any fixtures or made any alterations without consent, they may serve you a 'Notice for breach of duty to tenant/s of rented premises' requiring you to:

- restore the rented premises to the condition they were in immediately before the installation, or
- compensate them by an amount equal to the reasonable cost of restoring the premises to that condition.

If you fail to comply with the breach of duty notice, the landlord may apply to VCAT to get a compliance order, or may serve a second breach of duty notice.

Before a tenancy agreement ends, if you have installed fixtures on or renovated, altered or added to the property (even with the landlord's written consent), you must restore the property to its original condition, unless you reach an agreement with the landlord to allow the alterations to remain. Make sure the agreement is in writing.

### **In a long-term lease (more than five years)**

A long-term lease agreement using Form 2 allows you and the landlord to agree to certain modifications up front. Because they are written into the lease, you can then make the agreed modifications without having to get further permission from the landlord.

If you want to make any other changes to the property not already listed in the lease, you must get the landlord's written permission to do so.

The landlord must not unreasonably refuse consent for alterations or modifications.

It may be reasonable for the landlord to refuse consent for modifications if the property:

- has heritage protections which would be adversely affected by the modification
- would be non-compliant with other legislative requirements. For example, to install security screens on the windows of a downstairs apartment, if the fire evacuation rules state that the windows must be able to be opened in an emergency
- would be devalued
- is about to be sold.

If the landlord refuses consent for a particular modification, you should first ask why, as there may be a legitimate reason.

If you believe the landlord is unreasonably refusing consent, you can apply to VCAT for a ruling on the matter.

### **Agreeing on and documenting modifications**

If the landlord agrees to a modification, you and the landlord should also agree who will pay for it and whether you are responsible for reversing the modification when you leave.

For example, if you install a dishwasher:

- you and the landlord can agree for it to remain in the property, or
- the landlord can approve the dishwasher on the condition that you either remove it from the property before you leave, or reimburse the landlord for the cost of removal.

Whatever is agreed should be written into the Alterations and restoration requirements section (Part E) of the long-term lease agreement (Form 2) and signed by both you and the landlord. If you make any changes that are not stated in the agreement, the landlord may require you to reverse the modification before you leave – even if they agreed to it verbally.

## Gas appliance safety

### Landlords/agents or owners' responsibilities

Landlords/agents or owners must ensure that rented premises are maintained in good repair. This includes ensuring that all gas appliances provided by the landlord/agent or owner, such as heaters and stoves, are safe to use and properly maintained. All installation and maintenance of a gas fitting or fixture should be done by a licensed gas fitter. Failing to ensure gas appliances are safe to use or properly maintained can result in death, serious injury or considerable property damage. Energy Safe Victoria recommends gas heaters and water heaters are serviced every two years.

### Gas leak danger

Professional servicing of gas appliances is necessary because carbon monoxide leaks are hard to detect. The poisonous gas is tasteless, colourless and odourless. Symptoms of carbon monoxide poisoning include tiredness, shortness of breath, headaches, nausea, vomiting and dizziness. Fixing a gas leak qualifies as an urgent repair and a landlord/agent or owner must respond immediately to the tenant's request for repairs. If a landlord/agent or owner is not contactable or does not respond immediately, you can authorise an urgent repair of up to \$1,800 and the landlord/agent or owner must reimburse you.

## Tenants' responsibilities

Tenants also have responsibilities, including to immediately report any gas appliance fault to the landlord/agent or owner. If you are a tenant, make sure you are satisfied that any gas appliance is operating safely. If you are concerned about the safety of a gas heater, contact your landlord/agent or owner and ask for it to be tested. Before you sign a lease, you may consider requesting a condition/ clause be added requiring the landlord/agent or owner to undertake to have any gas appliances checked and certified safe every two years.

To minimise gas safety risks:

- use appliances appropriately and in accordance with the instructions
- report any fault or malfunction to your landlord/agent or owner
- immediately stop using any appliance that is obviously faulty
- allow reasonable access for gas safety checks
- do not illegally install, remove or tamper with any gas appliance.

The landlord/agent or owner and the tenant should work together to ensure that a safety check is done at agreed intervals – which Energy Safe Victoria recommends should be every two years. For more advice on general gas safety in the home, visit [esv.vic.gov.au](https://www.esv.vic.gov.au).

## Smoke alarms

Smoke alarms must be installed in all Victorian homes, units, flats and townhouses. Landlords/agents or owners are responsible for fitting smoke alarms in rented properties.

Hard-wired smoke alarms with a battery back-up must be installed in all buildings constructed after 1 August 1997, as well as all rooming houses. Buildings constructed before then can have a battery-powered smoke alarm.

The Metropolitan Fire Brigade recommends all smoke alarms be:

- tested regularly
- replaced after 10 years.

Tenants or residents should:

- not deactivate a smoke alarm or interfere with its operation in any way
- notify the landlord/agent or owner if a smoke alarm is faulty or not in working order.

## Swimming pools and spas

If you are renting a property that has a pool or outdoor spa, check that the fence or safety barrier is secure for you and others who live at or visit the property (especially children).

All doors and gates that provide access to a pool or spa must have self-closing and self-latching devices.

The Victorian Building Authority recommends checking that:

- self-closing and self-latching devices on pool and spa doors and gates work properly
- gates are not misused by being propped open
- there are no items that could be used to climb over the barrier within 900mm of the gate or fence; for example, tree branches, pool pumps or pot plants
- fences (especially boundary timber paling fences) are in good repair and cannot be climbed.

Tenants or residents should:

- ensure all gates to the swimming pool or spa area are closed at all times, except when entering or leaving the area
- notify the landlord/agent or owner of any faults with pool or spa fences, doors or gates.

If there is a fault with the fence or barrier (including a gate or door) which causes it to be unsafe, it is an urgent repair and the landlord/agent or owner must arrange for it to be fixed immediately.

For more information about pool safety requirements, visit the Victorian Building Authority website [vba.vic.gov.au](http://vba.vic.gov.au)

## Entry to the premises

### What your landlord or agent can do:

- Your landlord or agent may enter your property at a date and time that you have both agreed on. However, this agreement cannot be made more than seven days before the entry.
- In any other case, your landlord or agent has the right to enter with the appropriate written notice to you, in order to:
  - carry out duties specified in your tenancy agreement, *Residential Tenancies Act 1997* or any other Act
  - value the property
  - show prospective buyers or financial lenders through the premises
  - show prospective tenants through the premises (within 14 days of the lease termination date)
  - verify a reasonable belief that you have not met your duties as a tenant
  - in a short-term lease, make one general inspection in any six-month period, but not within the first three months of the tenancy
  - in a long-term lease using Form 2, make one general inspection at any time within the first 12 months.

The landlord or agent can only enter between 8am and 6pm, and not on public holidays. If you are home, you must let the landlord or agent in, providing the appropriate notice has been given or agreement reached not more than seven days before.

Your landlord or agent can enter the premises if you are not home, providing that suitable written notification has been given. However, it is recommended that you are at home during a landlord or agent visit.

In a short-term lease, landlords must give tenants 24 hours' written notice of entry.

In a long-term lease using Form 2, landlords must give tenants 14 days' written notice.

The inspection notice must be hand delivered between 8am and 6pm, emailed or posted to you. Tenants and agents/landlords can send notices or other documents electronically (for example, by email) but only if both parties have given prior consent to do so. Make sure that consent to electronic communication is in writing.

### What landlords or agents cannot do:

Whether entering at an agreed time, or with the appropriate written notice, the landlord or agent does not have the right to:

- enter in an unreasonable way
- stay any longer than necessary to do what is required, unless it is with your permission.

**Note:**

You do not have to agree to a verbal request from your landlord or agent to enter the premises.

You may request your landlord or agent provide written notice and a reason for entering the property.



### Rent increases

#### Rent increases in short-term leases (up to five years)

- If your tenancy agreement is for a fixed term, your landlord or agent cannot increase the rent before the end date, unless the agreement states otherwise. You can negotiate this with your landlord or agent.
- Your landlord or agent cannot increase the rent more than once in any six-month period.
- Your landlord or agent must give you at least 60 days' notice of any rent increase using the 'Notice of Rent Increase to Tenant/s of Rented Premises' form.
- If your rent was \$350 or less per week when you first moved into the property, your landlord or agent cannot increase the bond during any subsequent agreement, even if the rent becomes more than \$350 per week.



## Rent increases in long-term leases (more than five years)

In a long-term lease using Form 2, the amount and frequency of rent increases are agreed in advance as part of the rental agreement.

If you and the landlord agree to rent increases, these cannot occur more frequently than every 12 months.

The rent increase must be based on one of the following options:

- Option 1: the Consumer Price Index (CPI). View the Consumer price index rates page on the Australian Taxation Office website at [ato.gov.au/Rates/Consumer-price-index](http://ato.gov.au/Rates/Consumer-price-index)
- Option 1A: the Statewide Rent Index (SRI). Find the current SRI in the quarterly Rental report by the Department of Health and Human Services at [dhhs.vic.gov.au/publications/rental-report](http://dhhs.vic.gov.au/publications/rental-report)
- Option 2: a fixed percentage increase – see Clause 2 in Form 2
- Option 3: a fixed dollar amount.

You and the landlord can also schedule the date and amount of the rent increases in the long-term lease agreement by completing the relevant table in Clause 13. The landlord must give you 60 days' notice before the increase comes into effect (this does not apply for option 3).

If you are on a long-term lease using the standard tenancy agreement (Form 1), view '[Rent increases in short-term leases \(up to five years\)](#)' on page 32.

### What to do if you think your rent increase is too high



You can request a rent assessment from Consumer Affairs Victoria if you think:

- a rent increase is too high
- your rent under the tenancy agreement is excessive given that some or any of the services, facilities or other items have been withdrawn or reduced.

A request for a rental assessment for excessive rent increase must be made in writing within 30 days of receiving a 'Notice of Rent Increase to Tenant/s of Rented Premises'.

You have 30 days from receiving the rent assessment report to apply to VCAT for a hearing. VCAT may set a maximum rent if the report is accepted.

## Changing the rental agreement in violent situations

### Changing the lease

A protected person is someone who is protected by any of the following:

- Family violence safety notice (issued by the police)
- Family violence intervention order (issued by a court)
- Personal safety intervention order (issued by a court).

A respondent is someone with one of the above notice or orders issued against them. In the case of a tenancy, the respondent is referred to as the 'excluded tenant' if the notice or order says they cannot enter the home.

If you are a tenant experiencing family violence in a tenancy, and one of the above notice or orders are in place, you can apply to the Victorian Civil and Administrative Tribunal (VCAT) to change your tenancy arrangement.

A protected person can apply to VCAT:

- for a new tenancy agreement, even if they are not named on the existing lease
- to end the lease early on hardship grounds to ensure their safety or the safety of their children.

A protected person is entitled to have their VCAT fees waived. To arrange this, they must complete VCAT's fee relief application form, available at [vcat.vic.gov.au/steps-to-resolve-your-case/apply-to-start-a-case/fee-relief](https://vcat.vic.gov.au/steps-to-resolve-your-case/apply-to-start-a-case/fee-relief).

If VCAT decides in favour of a new tenancy agreement:

- the landlord can ask for a new Condition Report
- the landlord can organise an inspection of the property by giving the protected person the proper notice, and the excluded tenant is allowed to have a representative present during the inspection.

For more information, visit our Family violence resources page at [consumer.vic.gov.au/familyviolence](https://consumer.vic.gov.au/familyviolence).

## PART 3: Ending a tenancy



## Ending a tenancy agreement

**A tenancy agreement can only be ended in accordance with the Residential Tenancies Act 1997.**

### **There are three main ways to end a tenancy:**

1. All the parties can agree to end the tenancy.
2. Your landlord or agent gives you a valid 'Notice to Vacate'.
3. You give valid notice to your landlord or agent that you intend to vacate.

Even if a tenancy has a fixed end date, notice must be given to end it.

#### **If you want to end the tenancy:**

- ✓ Advise your landlord or agent in writing if you want to leave the property.
- ✓ Make sure you give the appropriate notice > see 'Reasons and minimum notice periods' on page 41 for details.
- ✓ Ensure that your notice is delivered within a suitable time.

#### **Remember:**

Leaving and stopping rent payments without giving the appropriate notice is a breach of the contract between you and your landlord. The Victorian Civil and Administrative Tribunal (VCAT) can award compensation to landlords for money lost because of such a breach.



#### **If your landlord wants to end the tenancy:**

- ✓ They must give you a 'Notice to Vacate' in the correct written form.
- ✓ The notice must be sent to you at the rented premises by registered post, electronic communication (for example, by email) or given to you in person. However, to give notice electronically, both parties must give prior consent to receive notices and other documents in this way. Make sure that consent to electronic communication is in writing.

- ✓ **It is against the law to give a tenant a notice to vacate because they were exercising their legal rights, or saying they would do so.**

### Agreeing to end a tenancy early

- You and your landlord can agree to end the tenancy early.
- It is important to put the decision in writing.
- This written notice should include any agreed costs, terms and conditions, and the date the tenancy is to end.
- If you have a fixed-term agreement but need to end your lease early, you should give written notice

as soon as possible that you are leaving. Breaking a tenancy agreement may require you to pay compensation to your landlord.

- Either party can apply to VCAT to end a tenancy early on the basis of hardship > see '[Victorian Civil and Administrative Tribunal \(VCAT\)](#)' on page 54 for contact details.

### When your landlord wants to end the tenancy

- They must complete and give you a valid 'Notice to Vacate' form.
- The notice must be sent to you at the rented premises by registered post, or given to you in person.



## Reasons and minimum notice periods

Under certain conditions, a landlord can legally end a fixed term or periodic tenancy agreement.

Table 1 (below) shows the reasons a landlord may end a tenancy before the end of the tenancy agreement.

**Table 1: Reasons your landlord can ask you to vacate before the tenancy agreement ends, and minimum notice required**

Reason your landlord can ask you to vacate before the tenancy agreement ends	Minimum notice required <sup>1</sup>
Damage is maliciously caused to the premises or common areas by you or your visitor.	Immediate notice
You or your visitor put neighbours in danger.	Immediate notice
If the premises are: <ul style="list-style-type: none"> <li>• totally destroyed</li> <li>• partly destroyed and unsafe</li> <li>• unfit to live in.</li> </ul>	Immediate notice
You owe at least 14 days' rent.	14 days
You have breached a VCAT compliance order or compensation order.	14 days
You have already been given two 'Breach of Duty' notices and the same breach occurs.	14 days
The premises are being used for illegal purposes.	14 days
Other tenants sub-let from you without the landlord's consent.	14 days
You did not pay the bond as agreed.	14 days
You have a child living at the premises when the agreement does not allow children.	14 days
The landlord is a government housing authority and you misled the authority so you could be accepted as a tenant.	14 days
You have engaged in a drug-related activity in public housing.	14 days

<sup>1</sup> Allow extra time when mailing. Check '[Calculating minimum notice periods](#)' on page 42 to calculate the extra time correctly.

Table 2 (below) shows the reasons a landlord can end a tenancy, but not before the end of the tenancy agreement.

**Table 2: Reasons your landlord can ask you to vacate, but not before the tenancy agreement ends, and minimum notice required**

Reason your landlord can ask you to vacate, but not before the tenancy agreement ends	Minimum notice required <sup>1</sup>
The tenancy agreement has a fixed term or set end date and states that you have rented the landlord's own home and the landlord will occupy it at the end of the tenancy agreement.	14 days
The landlord is a government housing authority and you have unreasonably refused to seek or accept an offer of alternative accommodation.	30 days
Planned reconstruction, repairs or renovations (for which all necessary permits have been obtained) cannot be properly carried out unless you vacate.	60 days <sup>2</sup>
The premises are to be demolished and all necessary permits have been obtained.	60 days <sup>2</sup>
The landlord wants to do something else with the premises (for example, use them for a business).	60 days <sup>2</sup>
The landlord, a member of the landlord's immediate family (including parents and parents-in-law) or a dependant (who normally lives with the landlord) will be moving in.	60 days <sup>2</sup>
The premises are to be sold or offered for sale with vacant possession immediately after the termination date of the tenancy agreement.	60 days <sup>2</sup>
The premises have been sold and all sale conditions have been satisfied.	60 days <sup>2</sup>
A government authority owns the premises and needs them for public purposes.	60 days <sup>2</sup>
It is the end of a fixed-term tenancy agreement of fewer than six months.	60 days
It is the end of a fixed-term tenancy agreement of between six months and five years (short-term lease).	90 days
It is the end of a fixed-term tenancy agreement of more than five years (long-term lease).	120 days
The landlord is a government housing authority and no longer meets its eligibility criteria.	90 days <sup>2</sup>
No specified reason (short-term lease).	120 days <sup>2</sup>
No specified reason (long-term lease).	180 days <sup>2</sup>

<sup>1</sup> Allow extra time when mailing. Check '[Calculating minimum notice periods](#)' on page 42 to calculate the extra time correctly.

<sup>2</sup> If your landlord gives you a 'Notice to Vacate' for any reason above marked with a <sup>2</sup>, you can respond by giving your own 14-day notice of intention to vacate, using the 'Notice to landlord of rented premises'. However, if you are on a fixed-term lease or agreement, the end date on your notice cannot be before the end of the fixed term.

*When you want to end the tenancy, you are advised to use the 'Notice to Landlord of Rented Premises' form available from Consumer Affairs Victoria.*

## When you want to end the tenancy

You are advised to use the 'Notice to Landlord of Rented Premises' form available from Consumer Affairs Victoria.

You must give your landlord or agent the correct amount of written notice.

### Remember:

In cases of severe hardship, you can apply directly to VCAT to reduce the fixed-term tenancy.



Your notice of intention to vacate must:

- be in writing
- be signed by you or your representative
- give a reason, if applicable
  - > see ['Table 3: Reasons you can give your landlord for vacating, and minimum notice required'](#) on page 41
- give the date you plan to leave, taking into account the amount of time required under notice periods.

Delivering a notice of intention to vacate can be done by:

- personally delivering it to your landlord or agent
- leaving it for your landlord or agent at their residence or business with a person apparently over the age of 16 and apparently living or employed there
- giving it to an authorised officer of the corporation employed at its registered office, if your landlord is a corporation
- posting it to your landlord or agent at their residence or business or, if your landlord or agent is a corporation, posting it to the corporation's registered Victorian address.

It is a good idea to use registered post so there is proof of when and where the notice was sent.

## Ending an agreement before you move in

You can end an agreement before you move into the property if the property is:

- not vacant
- not in good repair
- totally destroyed
- partly destroyed and unsafe
- unfit for human habitation
- not legally available as a residence
- not available for occupation.



## Reasons and minimum notice periods

The minimum amount of time required for giving notice depends on the reason, as outlined in Table 3 below.

**Table 3: Reasons you can give your landlord for vacating, and minimum notice required**

Reason you can give your landlord for vacating	Minimum notice required <sup>1</sup>
If the premises are: <ul style="list-style-type: none"> <li>totally destroyed</li> <li>partly destroyed and unsafe</li> <li>unfit to live in.</li> </ul>	Immediate notice
The landlord has breached a VCAT compliance order or compensation order.	14 days
You have already given two 'Breach of Duty' notices to the landlord and the breach has re-occurred.	14 days
You require temporary crisis accommodation.	14 days, but if it is a fixed-term tenancy agreement, the end date on the notice cannot be before the end date of the agreement. If you provide a date earlier than this, you are breaking the tenancy agreement and may be subject to fees.
You require special or personal care. Special or personal care means assistance with: <ul style="list-style-type: none"> <li>bathing, showering or personal hygiene</li> <li>toileting</li> <li>dressing or undressing</li> <li>meals</li> <li>physical help with mobility problems</li> <li>supervision or assistance</li> <li>supervision in dispensing medicine, or</li> <li>substantial emotional support in a health or residential service.</li> </ul>	14 days, but if it is a fixed-term tenancy agreement, the end date on the notice cannot be before the end date of the agreement. If you provide a date earlier than this, you are breaking the tenancy agreement and may be subject to fees.
You are offered public housing.	14 days, but if it is a fixed-term tenancy agreement, the end date on the notice cannot be before the end date of the agreement. If you provide a date earlier than this, you are breaking the tenancy agreement and may be subject to fees.
Your long-term tenancy agreement is not in a prescribed standard form (Form 1 or Form 2).	28 days
Any other reason.	28 days, but if it is a fixed-term tenancy agreement, the end date on the notice cannot be before the end date of the agreement. If you provide a date earlier than this, you are breaking the tenancy agreement and may be subject to fees.

<sup>1</sup> Allow extra time when mailing. Check '[Calculating minimum notice periods](#)' on page 42 to calculate the extra time correctly.

## Calculating minimum notice periods

When sending a notice, the minimum notice period starts the day **after** the notice is:

- given by hand, electronic communication (for example, email) or
- calculated to have been given when sent by ordinary post or registered post.

To calculate the earliest termination date, you must allow a total time that includes both:

- delivery of the notice (delivery is the day it is given by hand, sent by email or other electronic communication, or the day it would be received by post), and
- the required minimum notice.

**Note:** You can send a notice electronically (for example, by email) if both parties have agreed to do so. Make sure that consent to electronic communication is in writing.

The date the notice takes effect is the day after the minimum notice period ends.

From 4 January 2016, Australia Post introduced three delivery speeds for ordinary post – express, priority and regular. Priority and regular speeds also apply for registered post, which must be used if a landlord is sending a notice to vacate to a tenant.

Tenants and landlords who post notices, such as Notices of rent increase and Notices to vacate, should factor in longer mail delivery times which reflect the chosen delivery speed. Extra days should also be added for any public holidays that fall within the postal period.

For more about Australia Post's mail delivery options and times, visit [auspost.com.au](http://auspost.com.au).

To help calculate the total minimum days to allow, depending on the notice period required and the method of postal delivery, visit the VCAT website [www.vcat.vic.gov.au/resources/giving-notices-residential-tenancies-list](http://www.vcat.vic.gov.au/resources/giving-notices-residential-tenancies-list).

### Example

George is a tenant who wants to move out on the day his fixed-term tenancy ends. He must give his landlord 28 days' notice. He refers to the VCAT website to find out how many days to allow for delivery of the notice. Table 4 on the following page shows the total number of days George would need to allow, depending on the delivery method used and the day of the week the notice is posted or given by hand.

**Table 4: Total number of days to allow if the minimum notice period is 28 days**

Method of delivery	Posted Sunday or Monday	Posted Tuesday to Friday	Posted Saturday
Regular post	34	36	35
Priority post	32	34	33
Given by hand	30	30	30

### Challenging a 'Notice to Vacate'

You have the right to challenge a 'Notice to Vacate'. You may argue against the notice if it is not given properly or if you disagree with the reason given.

You can also challenge a 'Notice to Vacate' given for no specified reason or to end a fixed-term tenancy, if you believe it was given because you were exercising your legal rights or saying you would do so.

You must apply to VCAT to challenge a notice within specific timeframes depending on the reason and the minimum time period of the notice.

### You must apply to VCAT within:

- **60 days** of receiving a 120-day 'no specified reason' notice (short-term lease)
- **60 days** of receiving a 180-day 'no specified reason' notice (long-term lease)
- **28 days** of receiving a 90-day 'end of fixed term' notice (short-term lease)
- **28 days** of receiving a 120-day 'end of fixed term' notice (long-term lease)
- **21 days** of receiving a 60-day 'end of fixed-term' notice (lease of less than six months)
- **30 days** of receiving any other 60-day notice.

### Asking for more time to vacate

If you have been served with a 'Notice to Vacate' but are finding it difficult to move out of the property on time, you may try to negotiate a solution with your landlord.

You can also contact Consumer Affairs Victoria or a tenancy advocacy service for more information about your options.

### Getting evicted

If you have been given the appropriate notice to vacate your rental property, and have not left by the end of the due date, the landlord can seek an Order for Possession from VCAT.

This order may instruct you to vacate. It may also allow the landlord to obtain a Warrant for Possession, which may then be executed by the police to evict you.

#### Remember:

A landlord or agent cannot personally use force to remove you from the property. Only the police may carry out an eviction, and only when they are acting on a Warrant for Possession.



VCAT will set a hearing after your notice to vacate has expired. You must go to the hearing if you wish to dispute the landlord's reason for wanting to evict you.

If you are likely to be evicted, try to make arrangements so that you will have somewhere to stay.

You should also organise to collect your belongings > see ['Belongings left behind'](#) on page 48 for details.

Consumer Affairs Victoria, Tenants Victoria (formerly the Tenants Union of Victoria) and



other organisations can provide support, advocacy and advice to people who are facing eviction.

**See page 52 for more information about Consumer Affairs Victoria's ['Tenancy Advice and Advocacy Program'](#), and ['Tenants Victoria'](#).**

PART 4:

# Leaving a tenancy after giving or receiving notice



## Preparing to leave the property

- ✓ Discuss the return of the bond with your landlord or agent.
- ✓ Finalise any outstanding rent and bills.
- ✓ Take your belongings with you.
- ✓ Provide a forwarding address.

### Agreeing on the return of the bond

At the end of a tenancy you and your landlord or agent should:

- attempt to agree on how the bond money is to be divided. For example, there may be some property damage that needs repair
- set out the agreed division in a 'Bond Claim' form, signed (paper form) or accepted (online) by both parties, which is sent to the Residential Tenancies Bond Authority (RTBA). Your landlord or agent may also be able to make a bond claim online using an 'Electronic Transaction' if they are registered with RTBA Online
- use a new 'Bond Claim' form if any changes need to be made, as the RTBA will not accept a form that has been altered in any way.

Your landlord may claim part of the bond. When any part of the bond is to be paid to the landlord, the form cannot be signed or agreed to more than seven days before the end of the tenancy.

#### Remember:

Never agree to or sign a 'Bond Claim' form that does not show the amount you are to receive. It is against the law for a landlord or agent to request or obtain your agreement or signature if the form does not show how the bond amount is to be refunded and distributed. If you are asked to sign a blank 'Bond Claim' form, contact the RTBA for assistance – see ['Residential Tenancies Bond Authority \(RTBA\)'](#) on page 54 .



A completed 'Bond Claim' form can be submitted to the RTBA at any time after the end of the tenancy. There is no time limit for submitting it.

When the RTBA receives a correctly completed 'Bond Claim' form, it repays the bond directly into the nominated bank account.

If you have not provided valid bank account details, but have provided a forwarding address, the RTBA will send a cheque.

If you share a tenancy, the RTBA will not pay out part of the bond if a tenant leaves. Adjustments of bond contributions between outgoing and incoming tenants are a private matter between the tenants, but the RTBA must be told about any change of tenants during a tenancy on the RTBA 'Tenant Transfer' form.

### **Bonds from the Director of Housing (DoH)**

If the DoH has provided your bond, you cannot agree to the release of any of the bond to your landlord. The RTBA will pay out the bond to the DoH at the end of the tenancy, once it receives the completed 'Bond Claim' form signed by the landlord or agent only.

If a 'Bond Claim' form is not lodged, the DoH will not know the tenancy has ended and the bond amount will remain registered as an outstanding debt against the tenant.

If there is any claim by the landlord on a bond provided by the DoH, the claim must be heard by the Victorian Civil and Administrative Tribunal (VCAT).

### **Can a landlord or agent claim the bond?**

Your landlord or agent may make a claim on part or all of the bond for:

- damage caused by you or your visitors
- cleaning expenses
- abandonment of the premises
- you leaving your landlord to pay bills you should have paid
- loss of the landlord's goods
- unpaid rent.

The landlord must accept fair wear and tear.

If there is disagreement about the division of the bond, your landlord must apply to VCAT to have the matter resolved within 10 business days of you vacating the premises.

You may also apply to VCAT on the same grounds at any time.

VCAT does not charge an application fee when the landlord is claiming an amount equal to or less than the bond. A fee does apply when the compensation claim is more than the bond.

Once VCAT has made an order, you and your landlord or agent must complete a 'Bond Claim' form and mail it to the RTBA with a copy of the order.

## Final meter readings

If you have separate meters for gas, water or electricity you should let the providers know in advance you will be moving out. If you do not do this, you may be charged for utilities in the next billing period.

## Belongings left behind

If you leave any personal documents or goods behind, you should make arrangements to collect them. If these arrangements cannot be made, your landlord or agent may request an inspection from Consumer Affairs Victoria. The inspector will advise the landlord or agent what to do with the goods.

Your landlord or agent cannot refuse to give back any of your belongings, even if you owe rent. If you suffer a loss because your landlord or agent did not comply with the legislation in withholding your goods, you can apply to VCAT for compensation.

If your landlord or agent has complied with the legislation and suffered a loss through the cost of storing and auctioning your goods, they can also apply to VCAT to be compensated.

## Personal documents

Personal documents include:

- official documents
- photographs
- correspondence
- still and video cameras
- computer hard drives
- external storage devices, CDs, DVDs etc.
- any other documents a person would reasonably be expected to keep.

When personal documents are left behind, your landlord or agent must:

- take reasonable care of the documents for at least 90 days
- let you reclaim the documents after you pay back any money the landlord or agent had to spend to remove and store them.

If a landlord or agent complies with their legal requirements to take reasonable care of personal documents for the required period of time and you do not claim the documents, your landlord or agent can dispose of them. Note that this does not remove offences under other legislation to destroy documents. Your landlord or agent can then apply to VCAT to be compensated for the cost of looking after and removing the documents.



## Disposable goods

**Your landlord or agent can dispose of:**

- perishable foods
- dangerous goods
- goods of no monetary value.

All other goods must be stored unless removal, notification, storage and auction costs would be more than auction proceeds.

Landlords and agents can assess whether, under the *Residential Tenancies Act 1997*, the goods can be disposed of or must be stored. Alternatively, they can ask Consumer Affairs Victoria to inspect the goods and make a formal assessment.

## Goods that must be stored

If you leave goods behind that are not allowed to be disposed of, your landlord must:

- store the goods for 28 days
- notify you within seven days that the goods can be collected
- let you reclaim the goods after you have paid the costs to cover any reasonable expenses incurred by them.



## Providing a forwarding address

It is a good idea to leave a forwarding address, email address and phone number when leaving a tenancy. Your new address, email address and phone number should be given to the landlord or agent, VCAT (if an application has been made) and the RTBA on the 'Bond Claim' form.

You can also get your mail forwarded to your new address by completing a form at any Australia Post office. There may be a fee for this service.

PART 5:  
Solving tenancy problems



## What you can do to solve a tenancy problem

- ✓ **Try to solve the problem by communicating directly with your agent or landlord.**
- ✓ **Seek advice from Consumer Affairs Victoria.**
- ✓ **Contact the Victorian Civil and Administrative Tribunal (VCAT).**

### Reaching an agreement

You and your landlord or agent should attempt to solve any problems and reach an agreement. If you do, put your agreement in writing and have it signed by both parties.

If you cannot reach agreement, visit [consumer.vic.gov.au/renting](https://consumer.vic.gov.au/renting) for information about renting rights and responsibilities, giving notice about issues, and tips on resolving disputes.

### Consumer Affairs Victoria

Consumer Affairs Victoria can give advice on a range of tenancy issues including:

- rental bonds
- lease agreements
- repairs and maintenance
- rent increases
- rights and obligations of landlords and tenants
- notice periods
- goods left behind
- evictions.

We can also help solve tenancy disputes.

Consumer Affairs Victoria can attempt to resolve a dispute but cannot compel a landlord or agent to resolve an issue.

You can also ask for one of Consumer Affairs Victoria's inspectors to do a rental assessment if you think your rent increase is too high or if there has been a reduction in services.

#### Note:

For more information on what you can do to solve a tenancy problem, visit [consumer.vic.gov.au/renting](https://consumer.vic.gov.au/renting)



### Tenancy Advice and Advocacy Program



Consumer Affairs Victoria also runs the Tenancy Advice and Advocacy Program. The program supports vulnerable or disadvantaged people with a private rental matter, in areas such as eviction, rent arrears, compensation claims and disputes that need to go to VCAT.

**Call 1300 55 81 81 to find out more.**

### Tenants Victoria

*(formerly Tenants Union of Victoria)*

Tenants Victoria provides advice, assistance and advocacy for tenants of private and public residential properties.

#### Tenants Victoria can help you:

- fill in forms or agreements relating to your tenancy
- with advice on problems such as repairs and rent increases
- by negotiating and advocating on your behalf with your landlord or agent
- by assisting or representing you at the Victorian Civil and Administrative Tribunal (VCAT) > see [‘Victorian Civil and Administrative Tribunal \(VCAT\)’](#) on page 54 for full contact details.

### Housing for the Aged Action Group (HAAG)

HAAG provides free and confidential advice to older people who live in rental accommodation.

HAAG gives information on housing options for older people who need to find better, more affordable and secure accommodation.

People can also get advice and support if they are having difficulties such as:

- keeping up with their rent
- living in housing that is in poor condition and needs repair
- problems with their tenancy agreements > see [‘Housing for the Aged Action Group \(HAAG\)’](#) on page 55 for full contact details.



## Victorian Civil and Administrative Tribunal (VCAT)

VCAT hears a range of disputes, including those between tenants and landlords.

Application forms are available from VCAT and Consumer Affairs Victoria. Once you have applied for your case to be heard, VCAT will inform you of the date, time and place of the hearing. Hearings take place in the city, suburbs and country Victoria.

It is important to be prepared for a hearing. The VCAT member will hear and consider all the evidence presented from both sides. This might include listening to evidence from witnesses or looking at photographs and other documents brought to the hearing by you or the other party.

VCAT's decisions are usually made on the day of the hearing; they must be obeyed by both parties in the same way as a court order.

VCAT will also consider urgent hearings in cases of extreme hardship. You must include a letter outlining the reasons why a matter is urgent when you lodge your application.



### Interpreters at VCAT

VCAT can provide interpreters for the parties directly involved in a dispute. If you need an interpreter, VCAT must be told at the time of making the application. VCAT will then arrange for an interpreter free of charge. Friends or relatives are generally not allowed to interpret for a tenant or landlord > see '[Victorian Civil and Administrative Tribunal \(VCAT\)](#)' on page 54 for full contact details.

Full contact details for all of these, and other useful organisations, are on the following pages.



## Useful contacts

### Residential Tenancies Bond Authority (RTBA)

The RTBA holds all residential tenancy bonds. It can only repay bonds if all parties to a bond agree, or as directed by VCAT or a court.

[rtba.vic.gov.au](http://rtba.vic.gov.au)

**RTBA Online:** [rentalbonds.vic.gov.au](http://rentalbonds.vic.gov.au)

[rtba@justice.vic.gov.au](mailto:rtba@justice.vic.gov.au)

**Phone** 1300 137 164  
(local call charge)

Locked Bag 007  
Wendouree VIC 3355

### Tenants Victoria

*(formerly Tenants Union of Victoria)*

Tenants Victoria provides information, advice and advocacy services for Victorian tenants.

[tuv.org.au](http://tuv.org.au)

**Phone** 03 9416 2577

**Fax** 03 9416 0513

PO Box 234  
Fitzroy VIC 3065

### Real Estate Institute of Victoria (REIV)

The REIV is the peak industry association representing Victorian estate agents.

[reiv.com.au](http://reiv.com.au)

[reiv@reiv.com.au](mailto:reiv@reiv.com.au)

**Phone** 03 9205 6666

**Fax** 03 9205 6699

PO Box 443  
Camberwell VIC 3124

### Victorian Civil and Administrative Tribunal (VCAT)

VCAT operates like a court but is not as formal, and deals with a wide range of issues, including disputes arising from the *Residential Tenancies Act 1997*.

[vcat.vic.gov.au](http://vcat.vic.gov.au)

[renting@vcat.vic.gov.au](mailto:renting@vcat.vic.gov.au)

**Phone** 1300 01 8228

55 King Street  
Melbourne VIC 3000

### Department of Health and Human Services

The Department of Health and Human Services provides housing help to eligible Victorians. The department's housing website provides information about housing in Victoria and includes a Housing Options Finder tool to help people understand the services and supports they might benefit from.

[housing.vic.gov.au](http://housing.vic.gov.au)

**Phone** 1300 650 172  
(local call charge,  
except mobile phones)

**TTY** 13 36 77 then ask  
for 1300 650 172

### Speak and listen users

**Phone** 1300 555 727 then ask for  
1300 650 172

### Housing for the Aged Action Group (HAAG)

HAAG offers information, advocacy and access to accommodation services for older renters.

[oldertenants.org.au](http://oldertenants.org.au)

[haag@oldertenants.org.au](mailto:haag@oldertenants.org.au)

**Phone** 1300 765 178  
03 9654 7389

**Fax** 03 9654 3407

1st Floor Ross House  
247–251 Flinders Lane  
Melbourne VIC 3000

### Energy and Water Ombudsman Victoria (EWOV)

If you are unable to resolve a problem with your electricity, gas or water company, EWOV can help. EWOV's services are free and independent.

[ewov.com.au](http://ewov.com.au)

[ewovinfo@ewov.com.au](mailto:ewovinfo@ewov.com.au)

**Phone** 1800 500 509 (freecall)

**Fax** 1800 500 549 (freefax)

Reply paid 469  
Melbourne VIC 8060

### 1800RESPECT

1800RESPECT provides a counselling helpline, information and support for people experiencing sexual assault or domestic and family violence. The service is available 24 hours a day, seven days a week.

[1800respect.org.au](http://1800respect.org.au)

**Phone** 1800 737 732

### Victorian Equal Opportunity and Human Rights Commission (VEOHRC)

VEOHRC provides information about equal opportunity rights and responsibilities and helps people resolve complaints of discrimination or harassment through its free conciliation service.

[humanrightscommission.vic.gov.au](http://humanrightscommission.vic.gov.au)

[information@veohrc.vic.gov.au](mailto:information@veohrc.vic.gov.au)

**Phone** 1300 292 153

**Fax** 1300 891 858

**TTY** 1300 289 621

Level 3, 204 Lygon Street  
Carlton VIC 3053

### Victorian Public Tenants Association (VPTA)

The VPTA is the peak body representing public housing tenants in Victoria, advocating on their behalf to improve and expand public housing in Victoria.

[vpta.org.au](http://vpta.org.au)

[enquiries@vpta.org.au](mailto:enquiries@vpta.org.au)

**Phone** 1800 015 510 (free call)

03 9481 4500

**Fax** 03 9481 4300

11 High Street  
Northcote VIC 3070

PO Box 217  
Clifton Hill VIC 3068

[consumer.vic.gov.au](http://consumer.vic.gov.au)

1300 55 81 81 (local call charge)



Services from Consumer Affairs Victoria are available at Ballarat, Bendigo, Box Hill, Dandenong, Geelong, Mildura, Morwell, Reservoir, Wangaratta, Warrnambool and Werribee. Our mobile service regularly visits rural communities.

April 2019

#### **TIS**

Translating and Interpreting Service **131 450**

#### **TTY**

Textphone or modem users only, ring the National Relay Service (NRS) on **133 677**, then quote **1300 55 81 81**.

Callers who use Speech to Speech Relay dial **1300 555 727**, then quote **1300 55 81 81**.