



**AUSSIE
RENTERS**

Booklet for Tenancy

Always Start with the End in Mind

Victoria

Residential Tenancies Act 1997 (VIC)

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Booklet for tenancy

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We refer to all residential rental managers including the lessor and/or the lessor’s agent as the **landlord** throughout our documents.

Beginning your Tenancy - the Aussie Renters way

Looking for a property

There are many websites available to help with your search for a property. Once you have found a property to live in, screen shot the images from the Internet. In the event of a dispute, these images can be valuable. How many times do you select a decent looking house on the net and find that it is older and really nothing like the pictures. Save them using our **TERMS** and link them to your **master file note register** for easy retrieval. We have explained the process in our **Help File** if you do not know how to screenshot.

You know what you are looking for. By making a list of things you want from the property you can then tick them off when you have worked out what is suitable for you to rent. For example, you love birds, the bush, peace and quiet as well as a modern reliable property where everything works and is close to the shops/takeaways. The latest move ticks all the boxes except no one thought of a major highway being a stones throw away or the general size of the kitchen or bedrooms, as only adults live in the house, not children.

If these types of things are important, write it on the list at the end of the document, and make sure the property you are looking at suits your needs. You might find if you drive 5 minutes down the road there is another property more suitable to your needs and the extra difference means nothing to you. But if being close to work is a priority, in a major city the 5 minutes can mean 30 minutes in peak hour traffic.

Download as many applications available, if the property is suitable to your needs, take the time to complete the application or at least know what the landlord requires from you to make an application.

Scan and store your identification required and any additional documents required to support your application. As you start the application process, you can provide the supporting documentation by printing a copy, when required.

Each application can be printed with supporting documents printed and clipped together, ready to hand to the landlord at the inspection and if you change your mind, you can use the printed documents for the next written application. The supporting documents can be uploaded and attached to an email to the prospective landlord.

Online applications can leave you vulnerable to spammers, cold callers, debt collectors etc as they can gain your personal details from some of these websites. Please check the terms and conditions as well as their privacy statements prior to placing your personal details and documents online.

Once again, see our **Help File** for instructions.

Legislation with Explanation (Aussie Renters)

Looking at the landlord's behaviour and actions

While looking for a property read each advertisement and pay attention to what the landlord expects from you. If they state the electric gate will not be fixed then you know it will not be repaired. Can you ring the landlord and make an individual viewing? Did the Internet state the inspection will be conducted this date and time with no consideration for the prospective tenant? Will your new landlord be flexible or are you slotted in, fitting with their business practices?

Did you attend an "open house" inspection in a vacated property or were the tenant's valuable personal items in the house? When you decide to leave a rental property, is the landlord going to conduct open houses while you are packing, while your property is in full view of complete strangers? How did the landlord conduct himself or herself at this inspection? Were the current tenants present? Did the landlord allow you to inspect the property outside the permitted times?

Ask the prospective landlord how rent is to be paid (look for a fee free response) and enquire how many other properties they manage in the area. If they manage a few, they will examine your property from the outside every time they drive past. When looking for a peaceful property to live in, examine everything from the outside too.

Looking closely at the prospective landlord will assist you dealing with them and remember it might be for a few years. If you do like the way they are conducting business with the current tenant then try to do business with them!

Story time: Desperate for a property that would allow dogs, I made the fatal mistake of accepting a tenancy agreement with Landlord Watch Australia - 2014 Rotten Realtor. Dark and late, after work and at dinner time, the property manager arranged for me to inspect the property. Great, this one is alright, so far. Next thing you know, she bangs on the front door, I noticed the smell of dinner being cooked. The tenants had no idea of an inspection, The look of startled and annoyance on their faces. The tenants were extremely polite and permitted the inspection, while I barely looked due to intruding, big mistake.

Alarm bells and red flags should have been flapping!! Moving into this property turned out to be the biggest mistake I have ever made renting. Years later, I read the published story (the links below) and realised this property manager was using the exact same MO with all her tenants, no one escaped her escapades excluding the bed bugs!

Read the series posted on Bad Landlord Australia:

[Part 1: Fraudulent Condition Reports](#)

[Part 2: Keeping tenants browbeaten](#)

[Part 3: Bedbugs](#)

[Part 4: Two sides to every tale](#)

The interesting part of this is, the response. The unit I was renting was also freshly painted, more so after I told them what she was doing was not good enough, to come and PAINT THE ENTIRE ROOM! New carpets were laid in my dwelling and the oven was replaced, never fixed in place creating a giant hazard. According to the PM all were being painted with the ovens being replaced due to the age of the property. Personally, I found this PM the worst I have ever encountered and I fully understand what this tenant must have been suffering dealing with this woman. The experience created the first database to keep a record on her and now I have turned it into Aussie Renters.

Looking at the property

Always check out what works during the inspection. Moving in and having your first shower is not a good time to discover there is no water pressure, better still, the place has a water saving device as the showerhead.

Check the water pressure, switch the oven light on and have a quick look in. Turn any ceiling fans on, quickly just to check and see if they work, same with the lights and make sure you open the curtains and/or blinds to see if they work without issues. If there is no window coverings, see if there are any screw or nail holes, maybe a replacement is not organised...

Be suspicious if the power is turned off and you cannot switch things on. Open, close and check as much as possible. Smell the air, see if it's been closed up or had fragrances added to cover up any odours or mould.

Viewing vacant properties that are not maintained means no one else was interested in it or the applications were not good enough for the owner or the landlord/estate agent. For instance, while inspecting a two year old vacant property, the grass is up to your knees, weeds throughout the entire gardens, stains on the carpet and a hole in the wall, do you ask the landlord if these will be cleaned and repaired before you occupy the premises? If the grass is that long, the property has been vacant for a while and I think you know the answer without asking the question.

Australia Post redirection

Long term tenancy, a thing of the past?

Consider long term tenancy (2 years or more) if you believe the property is right for you and your family. After living for 5 years in two different properties (one with a fixed agreement signed every year and the current property, rolled over to periodic 4 years ago) the security of staying in the property for years made my life less stressful. If I knew I was going to there 5 years I would have established my vegetable and herb gardens (depends greatly on the landlord) at the beginning.

The utility companies offer better deals and depending on you contract. Cheaper electricity or NBN are offered for a year or two contracts. If you get an unreasonable/difficult real estate agent and you are evicted for no reason after your 12 month agreement is up, what do you do about NBN and the cancellation fees?

Stability is a better way to live and if the landlord seems to be a good one, consider fixing yourself in for a few years, it just might win you the property over the other applications.

Tenancy Agreements – the business side

Signing a tenancy agreement

- Read the Special Conditions and query anything you do not understand. If the landlord requires you to have the property professionally cleaned and the carpets professionally cleaned, refer to the current legislation regarding invalid terms and request a copy of the previous tenant's receipt for these being conducted prior to your occupation as the property is not to be in better condition than when you moved in
- The landlord must not demand or receive from a tenant a charge or indemnity for a charge in relation to the first issue of a rent payment card or the establishment or use of direct debit facilities for payment of rent under a tenancy agreement. There are additional fees charged by third party finance companies (website based) and you provide these companies permission to debit your bank account or credit card, to pay the rent on your behalf.

Section 42 Where and how is rent to be paid?

- (1) The rent under a tenancy agreement is payable:
 - (a) if a place for payment of rent is specified in the agreement, at that place; or
 - (b) if no place is specified in the agreement, at the rented premises.
- (2) The rent under a tenancy agreement is payable in the manner (if any) specified in the agreement.

Section 51 Certain charges prohibited

- (1) A person must not demand or receive from a tenant a charge or indemnity for a charge in relation to the making, continuation or renewal of a tenancy agreement that is a premium, bonus, commission or key money.
Penalty: 20 penalty units.
- (2) A person must not demand or receive from a tenant under a proposed tenancy agreement a charge in relation to the inspection of the premises by a tenant.
Penalty: 20 penalty units.
- (3) A person must not demand or receive from a tenant a charge or indemnity for a charge in relation to:
 - (a) the first issue of a rent payment card under a tenancy agreement; or
 - (b) the establishment or use of direct debit facilities for payment of rent under a tenancy agreement.Penalty: 20 penalty units.

Application Deposit or fees

If the property is not available for tenancing immediately, the landlord may request an application deposit or fee to secure the property. The landlord can ask for an unlimited amount however 2 weeks rent is the general amount and the application deposit must be refunded to you once the tenancy agreement is signed or declined to sign.

Section 50 Application and holding deposits

- A person who in respect of a proposed tenancy agreement receives a payment from a tenant as a sign of good faith must refund the payment to the tenant:
- (a) on the agreement being entered into, if it is entered into before the end of 14 days after the day on which the person received the payment; or
 - (b) on the next business day after the end of that period, if the agreement was not entered into within that period.
- Penalty: 20 penalty units.

Ask questions and gather all documents

The tenancy agreement may have addendums and appendices that have additional requirements for your tenancy and what to do when you leave.

Things to do

- If you are unsure about anything on your tenancy agreement, ask the landlord as they are required to explain everything to you.
- Request a photocopy of the signed agreement to take home immediately.
- Request a copy of the signed agreement to be emailed.
- Receive a copy of the information statement providing further information about the property.
- Receive a copy of the body corporate by-laws, if applicable.
- If paying a holding deposit or fee, request a receipt to take home immediately.

All the documents listed above can be scanned and stored in your **Aussie Renters TERMS** folder linking it to your **master file note register** or use our **TERMS App** recording a **Note** of items received or not received, take a picture then link it to your **master file note register** when the **File Note** arrives via email. Always start with the end in mind.

Bond, rent in advance and the keys or devices

The tenancy agreement **must be signed** before the bond and advance rent money is paid to the landlord. If you paid the bond directly to the bond authority then make sure you take the evidence with you. You can lodge your bond online by completing the form and you can pay using the RTBA hub. You can lodge your bond online by completing the paperwork, scanning it and lodge (upload) it with RTBA.

Bond is required as security or financial protection and is held with the RTBA for any costs that the tenant may be liable for at the end of the tenancy, if they breach the agreement. It is also security for any damage costs/outlays the owner may incur or be at a loss, due to the tenant's negligence, breaching the agreement. General wear and tear is to be taken into consideration when you apply for your bond to be refunded.

Section 3 Definitions

"bond" means:

- (a) an amount paid or payable by a tenant to secure his or her performance and observance of the tenancy agreement or any of the provisions of this Act relating to the tenancy agreement; or
- (b) an amount paid or payable by a resident to secure his or her performance and observance of any agreement relating to the residency or of any of the provisions of this Act relating to the residency; or
- (c) an amount paid or payable by a site tenant to secure his or her performance and observance of the site agreement or any of the provisions of this Act relating to the site agreement

Prior to receiving the keys and devices, the bond and rent in advance must be paid. Depending on how you wish to pay the rent, it may make a conflict of the 'being in advance' rule. For instance, the landlord requires the rent to be a minimum of one week in advance at all times and your pay is fortnightly. If you are paid within the first week you move in, start

the fortnightly rent payments immediately. If you are paid the week after, the majority of the rent paid in advance will be used and now your rent is a few days in credit/advance.

Many people forget the rent paid in advance is debited during the first week and at the end of their tenancy, believe their rent payments are still two weeks in advance therefore decide to stop paying the rent at this point.

To be completely aware of the day you are paid until, make a written request for your payment of rent record and ask for the copy to be provided within 5 days.

Things to remember

- Bond can be paid online directly to RTBA. You will need your receipt (evidence) to show the landlord.
- If paying directly to landlord:
 - Check the bond lodgement form thoroughly before signing it and ask for a copy.
 - If you paid in cash, receipts for your bond and rent in advance must be given to you immediately, unless recorded in the tenancy agreement.
- A copy of the tenancy agreement (signed by all parties) must be given to you or provided immediately after occupation.
- Receive two signed copies of the Condition Report completed and signed by the landlord.
- Take a picture of the keys and devices provided on top of any documentation signed by tenants as received, even if it is just an envelope.

Section 35 Condition report

- (1) If a tenant pays a bond, the landlord must, before the tenant enters into occupation of the rented premises, give the tenant 2 copies of a condition report signed by or on behalf of the landlord specifying the state of repair and general condition of the premises on the day specified in the report.
Penalty: 10 penalty units.
- (2) Within 3 business days after entering into occupation of the rented premises, the tenant must return one copy of the condition report to the landlord:
 - (a) signed by or on behalf of the tenant; or
 - (b) with an endorsement so signed to the effect that the tenant agrees or disagrees with the whole or any specified part of the report.

Section 40 Limit on rent in advance

- (1) A landlord must not require a tenant to pay rent under a tenancy agreement more than 1 month in advance.
Penalty: 20 penalty units.
- (2) Subsection (1) does not apply if the amount of rent payable for each week under the tenancy agreement exceeds:
 - (a) \$350; or
 - (b) if a greater amount is prescribed for the purposes of section 31, that greater amount.

At this point, we highly recommend you go directly to the property and check all the keys work as well as any remote controls or security codes/locks. The best time to take pictures is while the place is completely empty and the sun is shining. Take 30 minutes to check the place over and take photos of anything you wish to report on. If you cannot visit the property immediately, then try to be there 30 mins before the first load of furniture arrives.

TERMS App

*Download a copy of our App and use it to record your Entry! We will send you an introductory letter addressed to the landlord, our **Independent Entry Condition Report** along with images for the landlord and a separate **Tenant Report** detailing all the issues you found with the property. The **Entry Package** can be purchased for \$40 however the use of the App to record your interactions with the rental property is free to use!*

Condition and issue worksheets

*Download our **Aussie Renters TERMS Folders** and in the **Entry** folder, you will find a **worksheet** for every room. Note you issue with the room then drag and drop up to 3 images to make your own tenancy report, all uniquely numbered making it easy for you to refer to a particular image immediately. We offer a free introductory letter too and it can be generated from our website.*

If you are time poor, do a quick check, tagging the issues with a Post-It Note. You can name the bedrooms too, sticking a post-it note on the doorframe. Once you have checked everything, take pictures of the tagged items. The condition report can be completed later and as you have an idea as to how many issues there are, you can set aside the right amount of time to complete the authorised, official report.

Things to do to help protect your bond

Once you have signed the tenancy agreement, get on the internet and download a copy of the advertisement for your new home. Screenshot every advertised picture and expand the ad to show the “benefits” that go with the property.

A previous rental property my family lived in for 2 years, advertised a swimming pool for the community complex however it was not going to be built for 3 years!

Early into your tenancy

Complete and return the report

The **Condition Report** is extremely important and is relied on as evidence, in the event of a bond refund dispute. You must follow the directions given in the legislation to ensure its use in supporting a dispute. Please take the time to record any issues with the property and if possible, without your personal property in the photographs, so it clearly shows walls and floors etc.

For example, if you move into a grey house with grey walls and grey carpet and the landlord noted the walls are yellow and the carpet is brown, it might be worthwhile writing a note immediately on the report. That goes for any exhaust fans in the second toilet noted as clean, undamaged and working while it does not exist, or the door-stoppers left out of the pictures. We recommend noting these discrepancies on your file note as these type of notations could be due to the landlord completing the entry condition report from pictures, either the previous tenant's or possibly by another agent giving them a hand!

Things to do to help protect your bond

- Return your completed signed entry report to the landlord within 3 days
- Take pictures of the property, preferably empty
- Two signed copies of the must provided by the landlord and you must complete both, returning one copy within 3 days and retain the other copy for your records

Bond number

A bond number is issued immediately when depositing it directly with RTBA however if your bond has been paid to the landlord, a receipt will be sent once your rental bond deposit has been lodged with the RTBA. Please ensure you make a note of this number and generate a **file note** or record it on your **1 Bond | Lease | Rent Cover**.

Section 406 Duty to pay bond to Authority

If a landlord receives an amount of bond from tenant, the landlord must within 10 business days after the amount of bond is received, give the amount of bond to the Authority together with the completed bond lodgement form.
Penalty: 60 penalty units.

During your Tenancy

Record everything

Scan, save, link and file all your documents and record all the information on **file notes**. Start your tenancy with the end in mind as it is easier to locate any necessary documents if they are organised.

Inspections

Periodic inspections are a way of checking the property for damage or repairs. We do not always enjoy them because you never know what the landlord will say regarding the general state of the property.

The landlords are governed by strict rules regarding picking things up and opening cupboard doors. They are there to check the property has no holes in the wall and is clear of rubbish, lawns mowed etc. They are not there to peek into your personal life and we recommend that you have someone in attendance at the inspection, following them around the inside of your house, taking pictures of anything that maybe an issue.

During the inspection, the landlord may request you fix an item or an issue. Our **Approve repairs letter** makes a formal request seeking permission to conduct the repairs. Always take a picture of the requested repair, for your records and to display in the letter.

Section 85 Entry of rented property

A landlord or the landlord's agent has a right to enter rented premises together with any persons who are necessary to achieve the purpose of the entry:

- (a) at any time agreed with the tenant if the tenant has consented not more than 7 days before the entry; or
- (b) for a purpose set out in section 86, at any time between 8 a.m. and 6 p.m. on any day (except a public holiday) if at least 24 hours notice has been given to the tenant in accordance with section 88.

Section 86 Grounds for entry of rented premises

- (1) A right of entry in respect of rented premises may be exercised if:
 - (a) before giving notice of entry, a notice to vacate or a notice of intention to vacate the rented premises had been given and entry is required to show the premises to a prospective tenant; or
 - (b) the premises are to be sold or used as security for a loan and entry is required to show the premises to a prospective buyer or lender; or
 - (c) entry is required to enable the landlord to carry out a duty under this Act, the tenancy agreement or any other Act; or
 - (d) entry is required for valuation purposes; or
 - (e) the landlord or the landlord's agent has reasonable grounds to believe that the tenant has failed to comply with his or her duties under this Act or the tenancy agreement; or
 - (f) entry is required to enable inspection of the premises and entry for that purpose has not been made within the last 6 months; or
 - (g) entry is required to enable inspection of the premises for the purposes of proceedings arising from or relating to an application made under section 233A(3).
- (2) A right of entry for a purpose set out in subsection (1)(a) may only be exercised in the period of 14 days before the termination date specified in the notice to vacate or notice of intention to vacate.
- (3) Despite subsection (1), in the case of the first tenancy agreement entered into between a landlord and a tenant in respect of rented premises, a right of entry referred to in subsection (1)(f) may only be exercised after the end of the first 3 months of the tenancy.
- (4) For the purposes of an inspection under subsection (1)(g), the excluded tenant may have a representative present at the inspection of the premises, but must provide the name and contact details of the representative to the landlord or landlord's agent before the inspection.

Renewing your tenancy agreement

Advise your landlord towards the end of your lease if you wish to renew your tenancy agreement. If you are happy to go onto a periodic lease, do nothing and see if the landlord requests the lease to be renewed. Many landlords are now advising to renew the agreement within two weeks or expect your lease to be terminated.

Periodic agreements may need to be negotiated. If the landlord notifies you about the re-signing of the lease, we recommend attempting to negotiate a periodic agreement but understand you may not be able to have this type of agreement. The owners insurance may require the tenant to be on a fixed term tenancy agreement to cover them in the event of a claim. Their insurance may be void if the tenancy agreement is a periodic.

If the landlord does not give you a notice to leave and you are not asked to renew your lease, you move to a periodic lease. The details listed on your previous fixed term tenancy agreement should stay the same.

Take the time to read any renewal agreement, as it is legal and binding. Inspect the paperwork to ensure no additions have been added to your agreement from the previous one as well as check the dates are correct, example: Monday 30/05/2016 to Sunday 28/05/2017.

Rent increases

Rent increases are not valid during the fixed term agreement period. Once this increase has occurred, the next increase must be at least twelve months from the previous increase. The rent increase does not take effect unless the notice is given at least 60 days before the increased rent is paid, payable on the date stated on the written notice.

If you believe the increase is excessive, you can apply at the Victorian Civil and Administrative Tribunal (VCAT) and have the Tribunal Member or Adjudicator decide if the increase is too much for your property. You will need evidence to back your claim (rent is excessive) and we offer our **Evidence Gathering booklet** and the **Ending Tenancy Worksheet**. The booklet explains how to gather it by using the Internet and the worksheet provides a place to store your findings.

Section 44 Grounds for entry of rented premises

- (1) A landlord must give a tenant at least 60 days notice in the prescribed form of a proposed rent increase.
- (2) A notice of a proposed rent increase under subsection (1) may only provide for one rent increase.
- (3) The notice of a proposed rent increase must include a statement informing the tenant of the tenant's right under section 45 to apply within 30 days after the notice is given to the Director to investigate and report on the proposed rent.
- (4) A landlord under a fixed term tenancy agreement must not increase the rent before the term ends unless the agreement provides for a rent increase within the fixed term.
- (4A) A landlord must not increase the rent payable under a tenancy agreement at intervals of less than 6 months.
- (5) A rent increase in contravention of this section is invalid.

Repairs needed

Scan, save, link and file all your documents and record all information on the relevant file notes. Make a **new file number** for each issue or repair and every **file note** will have this

number written on it until the issue has been remedied. Use our **TERMS app** to generate a repairs or maintenance letter.

If you damage anything, you must report it to the landlord and organise to have the damages repaired. The landlord may wish to inspect the damage as well as the repairs, so ensure you permit them to do so. Use our **Tenant damage letter** to report this information.

If the repairs are urgent or are an essential service then follow the legislation to have the problem resolved urgently. We offer a range of urgent repair letters with follow-ups and a breach letter to help with these issues.

Section 3 Definitions

"urgent repairs" means any work necessary to repair or remedy:

- (a) a burst water service; or
- (b) a blocked or broken lavatory system; or
- (c) a serious roof leak; or
- (d) a gas leak; or
- (e) a dangerous electrical fault; or
- (f) flooding or serious flood damage; or
- (g) serious storm or fire damage; or
- (h) a failure or breakdown of any essential service or appliance provided for hot water, water, cooking, heating or laundering by:
 - (i) a landlord in rented premises; or
 - (ii) a rooming house owner in a rooming house; or
 - (iii) a caravan park owner or a caravan owner in a caravan park or caravan; or
- (i) a failure or breakdown of the gas, electricity or water supply to rented premises, a rooming house or a caravan; or
- (j) an appliance, fitting or fixture provided by a landlord, rooming house owner, caravan park owner or caravan that uses or supplies water and that is malfunctioning in a way that results or will result in a substantial amount of water being wasted; or
- (k) any fault or damage that makes rented premises, a rooming house, a room or a caravan unsafe or insecure; or
- (l) a serious fault in a lift or staircase; or
- (m) any damage of a prescribed class

Section 72 Urgent repairs

- (1) A tenant may arrange for urgent repairs to be carried out to the rented premises if:
 - (a) the tenant has taken reasonable steps to arrange for the landlord or the landlord's agent to immediately carry out the repairs; and
 - (b) the tenant is unable to get the landlord or agent to carry out the repairs.
- (2) If the tenant carries out repairs under subsection (1):
 - (a) the tenant must give the landlord 14 days written notice of the repairs carried out and the cost; and
 - (b) the landlord is liable to reimburse the tenant for the reasonable cost of the repairs or \$1000, or if a greater amount is prescribed for the purposes of this section, that prescribed amount, (which includes any amount in respect of any GST payable on the supply to which the urgent repairs relate), whichever is less.
- (3) If urgent repairs are required to an item that uses or supplies water and that item does not have at least a prescribed level of rating in a prescribed rating system, and that item cannot be repaired, the tenant may replace it with an item that has a rating that is of or above a prescribed level of rating in a prescribed rating system.
- (4) This section does not apply to fixtures, furniture or equipment supplied by the tenant.

Section 73 Application to Tribunal for urgent repairs

- (1) A tenant may apply to the Tribunal for an order requiring the landlord or the landlord's agent to carry out specified urgent repairs if:
 - (a) the tenant cannot meet the cost of the repairs; or
 - (b) the repairs cost more than \$1000, or if a greater amount is prescribed for the purposes of this section, that prescribed amount, (which includes any amount in respect of any GST payable on the supply to which the urgent repairs relate); or
 - (c) the landlord refuses to pay the cost of the urgent repairs if carried out by the tenant.
- (2) The Tribunal must hear an application under subsection (1) within 2 business days after the application is made.

Reasonable peace, comfort and privacy

Simply put, the landlord is not to 'interrupt' your living in the property. Turning up at the property unannounced, drivebys and sending texts to tell you to mow the lawn, asking the maintenance person to report back after repairs, all the way down to lingering around after

an inspection. This behaviour is considered to be imposing on your reasonable peace, comfort or privacy.

Our **TERMS App** has a designated dropdown to help gather every interruption of your peace, comfort and privacy. By recording every interaction, you can build an accurate list of all the disruptions and use the data to address the issue with the landlord or use it to back up any breach notice issued. We have not composed a letter on this topic at present however, if you have a particular problem with your landlord, please let us know and we will design a letter for you.

Section 60 Tenant must not cause nuisance or interference

- (1) A tenant must not use the rented premises or permit their use in any manner that causes a nuisance.
- (2) A tenant must not:
 - (a) use the rented premises or common areas; or
 - (b) permit his or her visitors to use the rented premises or common areas; or
 - (c) otherwise permit the use of the rented premises in any manner that causes an interference with the reasonable peace, comfort or privacy of any occupier of neighbouring premises.

Section 67 Quiet enjoyment

A landlord must take all reasonable steps to ensure that the tenant has quiet enjoyment of the rented premises during the tenancy agreement.

Ending your Tenancy

Break lease agreements

Unexpected things crop up and for many reasons, a tenancy agreement can be terminated. You should negotiate this break lease agreement with your landlord. No matter how easy the landlord accepts your break lease agreement, always do your homework and try to keep an eye on the situation.

Promote the property on social media at the same time. Facebook has local groups set up to assist with the advertising of a break lease situation. For instance, ask people who showed interest in the property on Facebook, if the landlord responded and if they inspected the property. This will help you gauge whether your landlord is being proactive or laid back about your situation. Use our [Ending Tenancy Worksheet](#) to help gather additional evidence to support your break lease situation. Purchase a copy of our [Break Lease booklet](#) for further assistance.

We have heard of people being instructed to pay \$55 for a smoke detector test. If this is requested, ask for the previous tenant's copy of the paid receipt/tax invoice for this service being conducted. You want evidence that it was checked, the same way prior to you occupying the property.

Please be aware the landlord will place a hold on your bond if new tenants cannot be located prior to you vacating the property. Many do not supply your forwarding address to RTBA, so if a dispute is lodged claiming your bond money, you may not know because the paperwork was sent to your recently vacated address. Please be aware it is legislated that you must provide your forwarding address to the landlord.

The hold on your bond allows it to be in limbo, for months. If your bond lodgement (form 2) is not given to you to sign (completed in full) then be suspicious of their actions. Check with the RTBA and see if the bond lodgement form has been processed without your signature. Ask what you should do to protect your bond and check they have your correct mailing address and a contact phone number. If you have not received your refund, search RTBA Online for bond money or request a retained bond repayment.

Vacating the property

You can give as little as 14 days notice depending on your tenancy agreement. Our [Legislation with Explanation](#) section will provide more information about moving as well as numerous links to various government and non government websites.

If you are paying your rent via a rent payment scheme, remember to cancel it at least **four (4) weeks** prior to vacating otherwise additional payments may be made. Getting your money back can be difficult, more so if the tenancy agreement has expired and the bond refund processed.

Always make a written request for a copy of your payment of rent record (ledger) and check it thoroughly ("rent paid until" dates too) ensuring all payments made are noted as received.

[Legislation with Explanation \(Aussie Renters\)](#)

Expect inspections

Inspections can be a nuisance when unexpected and unprepared. Prospective tenants can be shown the property **during the last two (2) weeks of your tenancy** provided you are given written notice specifying the proposed date and time.

The inspections **cannot** be conducted **before 8.00 am or after 6.00 pm and it cannot be on a public holiday**. The landlord is permitted to show a reasonable number of times during the period of 14 days preceding the termination of the agreement, if the tenant is given 24 hours notice each time. If you believe the inspections are becoming too much, do not permit them. Expect reasonable peace, comfort or privacy in your premises!

Use our **Ending tenancy worksheet** to gather your own intel when exiting the rental property, it may give answers if called upon during a hearing at the Tribunal.

We recommend open houses are avoided as they leave your personal property exposed to strangers and theft. Insurance claims may be rejected as you gave permission for the open house inspections. Landlords have sufficient time to conduct as many open houses as they want after you have vacated the property.

If you have been in a domestic violence situation, your personal safety is paramount and pictures on the Internet identifying your personal property could make your location known. While on this subject, please do not accept a break lease fee or the requirement for replacing tenants, if you have a Final Intervention Order. Process our **Protection Order letter** and make an urgent application at your local Tribunal. The letter presents your situation to the landlord along with a **revised tenancy agreement** that provides a place for all parties to sign, including the owner.

Your landlord may or may not accept your change of circumstances due to the Final Intervention Order and allow you to move on without the intervention of the Tribunal. To assist with this situation, we have prepared additional information to help navigate your way through these different court environments.

Domestic and Family Violence (Aussie Renters)

Returning the keys and final inspection

If any damage happens to the property whilst you have the keys in your possession, you will be held liable. At the same time, if you have returned the keys and a storm whips up, covering the windows with debris then you would not be liable for cleaning the windows again. The legal reference used for returning the property to the landlord is “vacant possession” and when the keys are returned, vacant possession has been given to the landlord.

If you have paid additional rent and vacant possession has been given before the rent expires, you cannot go back to the property and fix the gardens up simply because you have paid additional rent. Ensure your property is clean, tidy and undamaged, inside and out before you return the keys as this is your official final day tenanting the property.

Before returning the keys and devices to the landlord, use our **TERMS App** to generate the **Keys returned receipt**. Take a picture of all the keys and devices and this will appear on the receipt. Make sure the devices are turned on to prove they are in working order. Allow 24 hours for the **Keys returned receipt** to be emailed to you. Print a copy and take it with you when returning the keys, requesting a signature from the landlord. Rent can be charged after you vacate the property if the keys have not been returned, on time.

The landlord is encouraged to complete the exit condition report in your presence. Please attend this inspection to explain any problems that arise and to discuss if you need to rectify any issues. Our **Final inspection kit list** will help with any issues that arise.

Expect to be given the bond refund form at the time of the inspection, if not, contact the RTBA to seek their advice or lodge a dispute.

Another point to remember, the landlord cannot come up with new things every time they inspect the property. They are permitted to re-inspect the property if you have been given the opportunity to resolve the issues raised at the final inspection. The landlord cannot re-inspect, find new issues and request you fix them. Final means final, not revised, revisited or rechecked. However, if you have caused damage while repairing or fixing the property, you are liable for this too.

When vacating, our **TERMS App** provides a dropdown response for these new lists being presented to you. Record precisely what was given to you at the final inspection and help build a case if you need to fight for your bond refund.

Final inspection kit list

The **final inspection kit list** has been put together to assist with your final inspection you will be attending and the idea is to fit it all cleaning products into a bucket (or two). By having everything on hand at the final inspection, you can resolve any issues the landlord may find. The products listed on the **final inspection kit list** are not recommendations, just ideas of what can be included to help with the final inspection wows.

Saying that, if the final inspection is conducted two weeks after vacant possession was given, do not vacuum the property again, clean the bathrooms as mould has appeared, mow the lawns and argue the windows were clean when you returned the keys! Dust will fly around an empty building and spiders move in when it is nice and quiet.

Make sure you have pictures on hand to show the property is in a clean and tidy condition when you vacated and the landlord will know then that you are protecting your bond refund. The legislation states the final inspection must be conducted as soon as possible after vacant possession has been given. Don't get tricked into re-cleaning a property because the landlord dragged their feet doing the final inspection.

Bond refund process

The claim for your bond refund requires you to complete a **Bond claim form** (must be completed in full) or claim using RTBA's online service. If you are releasing a partial amount, write the figures in the boxes otherwise write NIL for a full refund. Never sign a blank or partially completed form.

The bond claim form has a unique code on it and must be generated via the RTBA online service. The tenant has up to 14 days to agree and the claim is paid within 2 days (if using online service) but may take several days if the claim is made using the form (submitted on paper).

Things to remember

- The tenant has up to 14 days to agree with an online claim and once agreed, RTBA will take 2 days to pay the refund
- We recommend you seek confirmation from the RTBA if your full bond refund has not been deposited in your bank account within 3 days
- Cheques are processed by the RTBA if a valid Australian bank account is not provided and will be mailed to the forwarding address provided
- You **can** process the bond lodgement form without the landlord's signature
- RTBA's dispute process will be initiated if the form is received without all parties signatures

Legislation with Explanation (Aussie Renters)

Aussie Renters have published this document offering free assistance to the public, in an attempt to help with your tenancy matters.

This document provides information about your legal rights and obligations as a tenant however we are not providing legal advice or opinions. The government and non-government organisation links are provided to assist with more complex tenancy matters and we urge you to contact these free organisations for assistance.

Aussie Renters make no representation as to accuracy, completeness, suitability or validity of any information on this site and will not be liable for any errors, omissions, or losses, injuries, or damages arising from its display or use. We make every effort to ensure all information supplied on our website is accurate and up to date by regularly checking our content.