



AUSSIE
RENTERS

Legislation with Explanation Booklet

Victoria

Residential Tenancies Act 1997 (VIC)

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A list of links

Listed below are links to the different government and non-government agencies or other helpful websites that were found while researching your state.

[Aboriginal Housing Victoria \(AHV\)](#)
[Application Forms \(VCAT\)](#)
[Attend a VCAT hearing or other proceeding \(VCAT\)](#)
[Bad Landlord Australia](#)
[Decisions and cases \(VCAT\)](#)
[Decisions and orders \(VCAT\)](#)
[Department of Health & Human Services - Bond Loan Application \(Vic Govt\)](#)
[Digital camera evidence declaration form \(VCAT\)](#)
[Domestic Violence Resource Centre Victoria \(DVRCV\)](#)
[Dont Rent Me](#)
[Evidence \(VCAT\)](#)
[Fee relief \(VCAT\)](#)
[Forms for general tenancies - Renting \(CAV\)](#)
[Homelessness Australia](#)
[Housing \(Vic Govt\)](#)
[How to prepare for your hearing \(VCAT\)](#)
[Justice Connect](#)
[Landlord and tenants rights and responsibilities in Victoria \(GoToCourt\)](#)
[Legal assistance \(Vic Govt\)](#)
[National Tenancy Database \(NTD\)](#)
[On hearing day \(VCAT\)](#)
[Online application \(VCAT\)](#)
[Public housing tenants help line \(TUV\)](#)
[Real Estate Institute of Australia \(REIA\)](#)
[Real Estate Institute Vic \(REIV\)](#)
[Rent payment schemes \(CHOICE article dated 22 Aug 14\)](#)
[Rental bond \(RTBA\)](#)
[Rental rights \(CHOICE article dated 22 Aug 14\)](#)
[Rental rights you didn't know you had \(CHOICE online dated 24 Nov 14\)](#)
[Renting \(CAV\)](#)
[Residential Tenancies Bond Authority \(RTBA\)](#)
[*Residential Tenancies Act 1997 \(Vic\)*](#)
[*Residential Tenancies Regulations 2008*](#)
[Resolving rental disputes \(CAV\)](#)
[Starting a tenancy fact sheet \(TUV\)](#)
[Supporting documents for Residential Tenancies cases \(VCAT\)](#)
[Tenant Help](#)
[Tenants Victoria \(TUV\)](#)

Application Deposit

If the property is not available for tenancing immediately then the landlord may request an application deposit or fee. The fee is **up to two weeks however there are not restrictions to the charge** and it will be required immediately!

There is no amount set in the Act but the fee must be returned to you once you sign the agreement or immediately after you decline to sign the agreement.

If you do secure the property by a holding fee, please request a rent payment record within the first month to ensure the landlord has credited this to your rent and the bond has been deposited at RTBA.

Also see:

[Application and holding deposits \(Legislation\)](#)
[Deposits and guarantees - renting \(CAV\)](#)

Bond and security deposits

At the start of your tenancy, slowly build up a "record" of your history by recording the contact you have with any person connected to the rental property as well as your comments. This is not for the new landlord or estate agent, it is your evidence in the event of a bond refund dispute. By starting with the end in mind, you can prepare a strong case easily. We will show you how using our Tenancy Electronic Record Management System (TERMS)!

An Application Deposit can be asked for if the property is being held for you, that is, you are moving in later due to property being built and not ready to move into. The fee is **up to two weeks however there are not restrictions to the charge**. The application deposit must be returned to you when the tenancy agreement is signed.

Your bond money is a security deposit for costs, which you may be liable at the end of the tenancy, if you have caused any damage and there is a loss to the owner due to negligence or damage. General wear and tear is to be taken into consideration when you apply for your bond to be refunded. If you do not damage the property, kept your rent up to date and return it clean then you are entitled to a full bond refund.

The bond is paid in advance before receiving the keys to your new home. The tenancy agreement must be signed prior to you paying the bond money. You should **pay 1 months' rent if the property is less than \$350 pw however if rent is over \$350 pw then the security is unlimited amount of rent as bond**.

When you sign the tenancy agreement, the landlord must provide an information sheet **immediately** and after you move into your new home, the rent must be kept in advance however the landlord cannot charge you more than the **not more than 1 month rent if the property is less than \$350 however no limit is set when paying more per week**. Rent in advance is usually paid at the same time as the bond and make sure you are given a rent receipt at the same time.

The bond must be **lodged within 10 business days** on the approved form being the Bond Lodgement Form. After the bond has been paid, the landlord must provide you with

a receipt immediately, detailing your name, address and date the bond was paid. You can also request a copy of your rental record at any time as long as you do it in writing.

The landlord must inform you if the owner is:

- putting the property up for sale
- in a contract
- if the mortgagee is taking action against the owner

At the same time, they must not induce you into signing your agreement or make any false, misleading or deceptive or conceal anything. If so, you can make a request to terminate your tenancy agreement. Please read our section on **Rent Payment Options** before signing the tenancy agreement.

Also see:

[Apply for a bond loan \(DHHS\)](#)

[Certain guarantees prohibited \(Legislation\)](#)

[Copy of agreement to be made available to tenant \(Legislation\)](#)

[Definitions - "bond" means \(Legislation\)](#)

[Duty to pay bond to Authority \(Legislation\)](#)

[Landlord must give tenant certain information \(Legislation\)](#)

[Limit on rent in advance \(Legislation\)](#)

[Receipt for bond \(Legislation\)](#)

[RTBA Online - Bond lodgement \(RTBA\)](#)

[Tenancy agreements to be in standard form \(Legislation\)](#)

[What is the maximum bond \(Legislation\)](#)

Bond refunds

At the start of your tenancy, slowly build up a "record" of your history by recording the contact you have with any person connected to the rental property as well as your comments. This is not for the new landlord or estate agent, it is your evidence in the event of a bond refund dispute. By starting with the end in mind, you can prepare a strong case easily. We will show you how using our Tenancy Electronic Record Management System (TERM)!

Moving is a major stress at the best of times. Finding another property to live in, cleaning the current home, moving your furniture, settling into the new home and then claiming your bond refund. If you have never had an issue with this part of moving then you will not be surfing the net in an attempt to find information to help you with getting all of your bond back.

If any damage has been caused to the property other than fair wear and tear, the landlord can claim the repairs from your bond however they must provide you with the quotes or invoices for these claims. They can also claim cleaning, the replacement of locks or other security devices if keys/devices are not returning, in a working order and any rent outstanding.

Be careful about your intentional actions within the property too. For example, you moved into the rental property 5 years ago and hammered nails in the walls to hang your pictures. The signed tenancy agreement states you cannot put holes in the walls to hang

pictures and if you do so, a professional painter will be required to repair and paint the walls at \$170 per wall.

Years later you vacate the property, patching the holes with a bit of putty filler and a drop of colour matched paint, cleaned it meticulously inside and out and returned it in 'a reasonably clean condition, fair wear and tear excepted' in accordance to the Act. Now your landlord wants your bond money to compensate the owner for having hire a professional painter to paint the property as every wall has been damaged, intentionally.

Who would win this matter if the tenant must not '*ensure that care is taken to avoid damaging the rented premises and common areas*'?

The majority of claims to your bond money can be considered '*fair wear and tear*' and you would think the owner would want to maintain their property, so after 5 years you could argue the walls needed repainting but at whose expense. The outcome would be better if you had pictures showing the walls were patchy when you moved in but the same attitude should not apply if the walls in the house were beautifully painted.

You should also know, the landlord can make application to VCAT after the tenancy has expired if there are problems with the property that they were not aware of when you vacated the property. They have up to six (6) years to make this application under the *Australian Consumer Law and Fair Trading Act 2012 (Vic)*.

If you agree with the landlord

The bond claim must be completed in full using a **Bond claim form** and the agreed dollars written in before you and/or the other tenants sign it. Never sign a blank or partially completed form.

Once the bond refund has been agreed to, process your claim or release your bond claim online. All signatures are required otherwise you will need to apply to the **VCAT within 10 days** to **dispute** your bond refund claim.

If you disagree with the landlord

Each Bond claim form has a unique number so a blank form cannot be downloaded. You can request a pre-printed form to be mailed to you by calling RTBA. If you do not agree with the refund, **apply at VCAT within 10 days of vacating** to have a decision made regarding the bond claim.

Our **Bond Refund Dispute letter** can be processed when you put the bond into dispute or when you receive notification that the landlord has put the bond into dispute. This letter formally asks for the 'evidence' the landlord will be relying on at VCAT to claim your bond money.

One other thing you should know, the landlord has six (6) years to claim against the tenant for any breaches of the tenancy agreement. You may receive your bond refund, in full but the landlord can still take you to the Tribunal to prove you are liable for damages or repairs etc.

Also see:

[Application Forms \(VCAT\)](#)

[Apply for an urgent hearing \(VCAT\)](#)

[Applying for dispute resolution \(TUV\)](#)

[Condition report is evidence of state of repair \(Legislation\)](#)

[Resolving renting disputes \(CAV\)](#)

[RTBA Online bond refunds and lodgements \(RTBA\)](#)

[Time limits \(VCAT\)](#)

Fines and penalty unit

Currently, the value of a penalty unit is \$158.57 and if a complaint is made to Consumer Affairs Victoria regarding a breach of tenancy agreement, the landlord can be fined the penalty listed. If the penalty is 20 units then the fine will be \$3,171.40.

To make a complaint, write a letter to Consumer Affairs Victoria or complete their complaints form. Your complaint must be received within 3 months of your tenancy agreement terminating.

[Penalties - renting \(CAV\)](#)

Inspections - for sale or moving out

Once written notice has been provided and tenancy agreement is due to expire (you moving or the landlord decides not to renew your agreement), the landlord may wish to bring prospective tenants through for inspection, prior to you leaving. There are rules that apply to these inspections and generally the tenant has no idea what they are.

The landlord cannot enter the premises **before 8.00 am or after 6.00 pm** and it **cannot be on a public holiday**. They must not stay longer than necessary and are not permitted to interfere with your reasonable peace, comfort or privacy.

To allow **prospective tenants** an opportunity to view the property, the landlord must give a notice of entry and are permitted to show the property **14 days before the termination date specified** on the notice to vacate or notice of intention to vacate.

To allow **prospective purchasers** an opportunity to conduct inspections, the landlord can show the property as long as **24 hours notice** is given. The real estate agent must not stay longer than necessary as you are entitled to reasonable peace, comfort or privacy in your premises.

The landlord may wish to make an agreement regarding the inspections and if you do agree, make sure the agreement is written and signed by both parties. You can request a reduction in rent during this period and if you agree to open house inspections, make sure this is clearly noted in the agreement such as what time and day it can occur. Remember, previous images can be used to advertise the property (this will prevent your personal property being advertised) and CoreLogic (previously known as RP Data) contains a database of images for every property sold in Australia.

Our **For sale letter** acknowledges the property is being placed on the market and offer you responses to complete that will explain what you consent to and what you don't consent to!

When the tenancy ends the landlord must conduct an inspection and refund your bond money. If you do not agree with the bond refund based on the exit condition report, refuse to sign the bond claim form and lodge an application at VCAT. Please attend this inspection to explain any damage and to discuss if you need to rectify any issues.

Make sure when you take a picture of the keys and devices you are returning. Our **Keys returned receipt** has a provision for this image and there is a place for the landlord to sign and date acknowledging the keys and devices were returned. Rent can be charged after you vacate the property if the keys have not been returned, on time.

Another thing to remember, if you have paid rent to a certain date and move out earlier returning the keys then you have given the property back to the landlord and your rent is dissolved into the property up to the lease end date. You cannot return the keys then go back to the property to fix the gardens up. There is every chance the landlord has hired someone to do it already and you will be expected to pay the bill!

For this reason, a request is made for the payment of rent record when the **Intention to vacate letter** has been supplied. Seeing the date your rent is paid until can help greatly when negotiating a bond refund and the payment of rent record is also required for rental applications. If you do not know when you have paid until and leave the property, once the bond is paid, any claim you have to your excess rent being returned to you will have to be a small claims matter.

Have a copy of the condition report when you moved in at the final inspection, in case you need to argue about the condition of the property when you moved in. Make sure the landlord explains why they believe you are liable for any damage that is not considered "fair wear and tear" and take images of the issues while at the final inspection.

We recommend taking a bucket full of cleaning products making it quicker and easier to fix any issues during the final inspection.

Also see:

[Exit checklist \(Aussie Renters\)](#)

[Final inspection kit list \(Aussie Renters\)](#)

[Grounds for entry rented premises \(Legislation\)](#)

[Image gallery advertisement \(CoreLogic\)](#)

[Intention to Vacate \(Aussie Renters\)](#)

[Landlord or agent's right to enter the property \(CAV\)](#)

[Photographing a tenant's possession without permission \(TUV\)](#)

[Right to enter \(Victorian Law Reform Commission\)](#)

[Tenant giving notice of intention to vacate \(CAV\)](#)

Inspections - periodic

The landlord has the right to inspect their property to ensure the tenant has not caused any damage, intentional or by neglect. For this reason, when you receive an entry notice, we recommend sending our **Pre-inspection letter**.

This letter states what inspection they are up to, whether the notice is valid or not (we do calculations in the background notifying you if the notice is invalid) along with reminding them to look at the entry condition report for pre-existing issues prior to your occupation. Sign and send the letter to the landlord along with any issues that may need to be remedied!

The landlord can conduct inspections but **not within the first 3 months of the tenancy commencing** then **every 6 months** and the **written notice must be given** to you at least **7 days before entering** the premises.

Please diarise your inspection date and file any notices received. Once the inspection has been completed, finalise the file note and make any additional notes for your records.

Also see:

[Entry of rented premises \(Legislation\)](#)

[Grounds for entry rented premises \(Legislation\)](#)

[Landlords: no trespassing \(Tenants are Customers\)](#)

[Quiet enjoyment \(Legislation\)](#)

[Sentencing fines \(Vic Govt\)](#)

Lessor's costs - the owner of the property

The lessor is not liable for the connection or new installations at the property except for the initial connection for electricity, water and gas services. The lessor is not required to provide telephone, television and/or the Internet connections to the premises but they are expected to maintain these facilities, unless otherwise stated in the tenancy agreement.

Also see:

[Landlord must not seek overpayment for utility charge \(Legislation\)](#)

[Landlord's liability for various utility charges \(Legislation\)](#)

[Landlord's liability for charges for supply to non-complying appliances \(Legislation\)](#)

Looking for a property

Links to the numerous rental websites

Listed below are websites that might assist in locating your next rental property. Some homes for rent (by owners) can be found on alternate websites and hopefully you will find the right place for you and your family to live. Remember to download an application prior to inspecting any property and have it ready to give to the landlord at the inspection.

cubbi.com.au
domain.com.au
homehound.com.au
onthehouse.com.au
property.com.au
realestate.com.au
realestate1.net.au
realestateVIEW.com.au
rent.com.au
thehomepage.com.au

PLEASE NOTE: Aussie Renters has been structured around the rental property scene and the information supplied by Aussie Renters does not include rooming agreements or social housing agreements.

For the people that are sharing:

easyroommate.com
flatmatefinders.com.au
flatmates.com.au
realestate.com.au
roomster.com
sharehouses.com.au

Consider a long term tenancy agreement

Depending on where you live, will depend on how difficult it is to find a property. There are many websites available for you to look for a home for you and your family to live in but not many will promote long term tenancy.

Have you ever thought of long tenancy, such as requesting a lease for more than a year? It comes with lots of benefits, like stability, security, savings from not moving as well as allowing your children to attend the same school and play with the neighbourhood friends. The benefits for families are enormous as well as the owner of the property.

When offering a longer term tenancy agreement, you offer a bit more security to the owner, as in, guaranteed rent for this period. It also saves them finding another tenant after a year. Some places in the world do not offer six month leases.

So if you are in a position to offer a long tenancy agreement, offer it as this may be the winning factor on your application that gets the place you want to call home.

Make sure you sign an agreement that does not include the wording for rent increases. Part of this long term residency offer of is to ensure your rent does not increase. If they write a formula or state the rent will increase on a specified date, request it to be removed or change the agreement expiry date to a shorter period. Rent does not automatically increase each calendar year. If for instance, the owner installed an air-conditioner then increase can be argued as you are now receiving an additional benefit at the property for the same rent.

Mail redirection

Organising your mail to be redirected to your new address could not be easier using Australia Post online application. They will also advise organisations listed who they can supply your change of address to, on your behalf. If you wish to see the list of organisations, scroll to the bottom of their webpage.

[Australia Post Redirection](#)

Moving in - entry condition

When you move in, the landlord has an obligation to provide the property in a reasonable state of cleanliness as well as being in a reasonable state of repair taking into account the age and character of the property.

The landlord must complete and give one copy of the condition report to the landlord not later than 3 days after receiving it and both the landlord and the tenant must retain a copy of the report. If you do not return an amended copy to the landlord, the law says you have accepted the report as true and accurate. When a tenancy ends, the condition report will be used as evidence and if there is a dispute, you will not have it to support what you are saying.

You should contact the landlord if you have not received your copy of the condition report **within 7 days** of moving into the property. If the landlord refuses or ignores your request, contact Consumer Affairs Victoria on 1300 366 311. In the meantime, download your own copy of the report from the link below. Complete and return to the landlord **within 3 days** to protect your bond money.

Be thorough when completing the report. Look for everything, flick the light switches, check the light cover is clean and clear of insects, turn on appliances (oven, stove top, air-conditioning etc.), note any chips in the tiles or stained carpet, look for torn flyscreens, dirty window tracks, turn into an investigator and be as thorough as you can. It is recommended you take a picture of all the issues at the beginning of your tenancy, to support any bond refund claim at the end of your tenancy.

Refer to our [Booklet for Tenancy](#) for additional hints on how to record your condition report.

Also see:

[Condition report \(CAV\)](#)

[Condition report \(Legislation\)](#)

[Condition report is evidence of state of repair \(Legislation\)](#)

[Entry checklist \(Aussie Renters\)](#)

[Landlord must given tenant certain information \(Legislation\)](#)

Moving out

So you are moving out! Download a copy of our [Exit Checklist](#) and if you are breaking your lease, our **booklet** can be purchased for \$3.95 to help with ways to manage your exit. The booklet includes our Ending tenancy worksheet that will give you additional things to think about as well as answer. Some of our responses used to compile the **Break lease negotiation package** are taken from this worksheet.

We have broken this part into two sections, your decision to move and the landlord terminating or not renewing your tenancy agreement.

When ending your tenancy, we strongly encourage you to request a payment of rent record from the landlord and a written reference.

Making a written request for a copy of your payment of rent record every six (6) months is recommended and if your landlord does not respond be sure to record this on your File Note Register. Not responding to a written request is punishable under the Act.

The payment of rent record can be used as evidence showing you pay your rent regularly and on time. Having a hard copy backs your new property application immediately. Scan, save, link and file all your documents and record all information on file notes.

Your decision to terminate or end your tenancy agreement:

For people on a fixed term agreements, you must provide **28 days written notice** before the end of your tenancy agreement.

If you are on a periodic agreement, you must provide **28 days written notice** when giving no reason.

Notice can be given to the landlord for notice of intention to vacate rented premises is being given because of two unremedied breaches of the same provision and when the **breach remains unremedied** you can give **14 days written notice**.

See our [Intention to vacate letter](#)

If the landlord terminates or ends your tenancy agreement:

For people on a fixed term agreement, they must provide **at least 90 days** if your agreement is **longer than 6 months** and **60 days if less than 6 months** however for **no specified reason**, the landlord can give **120 days written notice** at the end of your agreement.

If the **property is sold**, they cannot give written notice to you earlier than **60 days at the end** of your fixed agreement otherwise it is not valid. Example: the property recently sold and a termination notice was given to you on 1 January telling you to vacate by 31 January. Your tenancy agreement is due to expire on the 30th April and as they cannot request you to leave earlier than the date on your tenancy agreement. The termination notice is not valid if property has sold and the new owner wants you to vacate on 31 January but be prepared for a new valid notice to arrive at a later date.

If you are on a periodic agreement then the landlord or their agent must provide **120 days written notice**.

Also see:

- [Bond refunds online \(RTBA\)](#)
- [Claiming the bond - tenants and residents \(CAV\)](#)
- [Entry of rented property \(Legislation\)](#)
- [Exit checklist \(Aussie Renters\)](#)
- [Final inspection kit list \(Aussie Renters\)](#)
- [Grounds for entry of rented premises \(Legislation\)](#)
- [Intention to vacate letter \(Aussie Renters - includes notice\)](#)
- [Manner of entry \(Legislation\)](#)
- [Notice of intention to vacate \(Legislation\)](#)
- [Notice to landlord of rented premises \(CAV\)](#)
- [Tenant giving notice of intention to vacate \(CAV\)](#)
- [What must be in the notice of entry? \(Legislation\)](#)

Notice to enter property

The landlord or their agent has the right to enter the premises in certain defined circumstances. They must make a reasonable attempt to negotiate a day and time that does not unduly inconvenience you and must be between **8.00 am or after 6.00 pm and it cannot be on a public holiday**.

- **Routine** inspections can be carried out at any reasonable time, not within the first 3 months of the tenancy commencing then **every 6 months** and the **written notice must be given** to you **at least 24 hours before entering** the property or if you agree to a time within 7 days of entry.
- To carry out or inspect necessary **repairs or maintain** the property at any reasonable time provided you are given at least **24 hours written notice** before entering the premises specifying the proposed date and time.
- If there is an **emergency** no notice is required.
- If **you consent** immediately prior to entry no notice required.
- The premises can be shown to **prospective tenants** can show the property within the last two weeks of tenancy as long as a clear **24 hours written notice** however this can only be in the last two weeks of your tenancy.
- The premises can be shown to **prospective purchasers** at any time provided you are given **24 hours written notice** or if you agree to a time within 7 days of entry.

The landlord should not turn up unannounced, ever and if they do, it should be due to an emergency. Do not allow the landlord or estate agent to turn up and enter the property without the correct notification, as this can be a breach of your reasonable peace, comfort or privacy.

Also see:

- [Entry of rented property \(Legislation\)](#)
- [Grounds for entry of rented premises \(Legislation\)](#)
- [Manner of entry \(Legislation\)](#)
- [What must be in the notice of entry? \(Legislation\)](#)

Rent increases

Rent can be increased at the end of a fixed term agreement or during a periodic agreement as long as the **notice is given at least 60 days before the increased rent is paid**, payable on the date stated on the written notice.

Rent **can be increased every six (6) months** and cannot occur during the fixed term unless the tenancy agreement provides for a rent increase within the fixed term

The landlord cannot write a statement, it must be a method of calculating the increase, easy enough for you to sit down and work it out. The increase should not be a mystery, you can budget for the increase if necessary. We have provided an example of a **formula** below (it's used to work out how much water is used when flushing a toilet) to give you an idea of what a formula is.

- (2) For subsection (1)(a)(ii), the average flush volume of a dual flush toilet is the volume worked out using the following formula—

$$AV = \frac{FF + (4 \times HF)}{5}$$

where—

AV means the average flush volume.

FF means the volume of water used for a full flush.

HF means the volume of water used for a half flush.

Example—

A toilet using 6L for a full flush and 3L for a half flush would have an average flush volume of 3.6L.

If you believe that the increase is excessive apply to have the rent assessed **within 30 days of receiving the written notice**. If the rent assessment states the rent increase is too much then make an application at **VCAT within 30 days of receiving the assessment** to ask VCAT to order how much rent you should be paying.

Our **Rent Increase letter** may help with the negotiations however you should diarise the cut off date just in case the landlord does not reconsider the rent increase and an urgent application at the Tribunal is required.

Before making an application, research your area for current rent on properties that are the same as you are renting. Make sure you save a copy of each property you believe is the same as yours to provide to the Tribunal at your hearing. The Tribunal will not take your income into consideration, so stating you do not have sufficient funds to pay the increased rent will not be accepted. The Tribunal makes the decision as to whether the increase is too much for your property.

The Tribunal will consider the level of rent in the area, value of the property, cost of any services, value of amenities, condition of the property as well as previous rent increases.

Also see:

[Application to Tribunal about excessive rent \(Legislation\)](#)

[How much notice of rent increase is required? \(Legislation\)](#)

[Rent increases \(CAV\)](#)

[Rental report \(Vic Govt\)](#)

[Tenant may complain to Director about excessive rent \(Legislation\)](#)

[Tribunal can order refund of rent \(Legislation\)](#)

[What can the Tribunal order \(Legislation\)](#)

Rent payment options

Payment option schemes offered by online agencies

This kind of set up for paying your rent reduces the overhead cost for the estate agent or landlord while the companies offering these financial services are making healthy profits from the tenant by collecting fees for their service. Basically, you are paying to pay your rent!

The Act states how 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'* but does not directly address a fee free option for paying rent.

Please remember, you must agree, in writing to use their scheme for it to be enforced. If you agree to use these services, make sure the landlord tells you the costs involved.

Direct debit forms

Many landlord/agents are now requesting you sign direct debit paperwork authorising them to withdraw money from your bank account. Extra attention must be paid when signing this paperwork as the items they can withdraw are listed and can include but not restricted to water charges, dishonour fees, repairs, maintenance and additional bond payments (when the rent increases). The invoice will be sent giving you 30 days (approximately) to have the funds available to withdraw. The Act states the charges applicable to the landlord for setting up a direct debit facility or a rent payment card cannot be forwarded to you. You are not liable for their charges.

Imagine receiving a water bill invoice that is astronomical due to the landlord not fixing a leaking pipe. If you are arguing about the charge, they can still process the invoice as you signed the authority form for them to do so. Before you know it the funds have been removed from your account and now there is nothing left to cover rent. Then comes the breach notices along with overdrawn fees every week until you can fix the account up.

If you have signed the direct debit form, add a reminder into your calendar to cancel the authority immediately after making your last rent payment or prior to vacating the property as it may take a couple weeks to process.

You should also know, the landlord can make application to VCAT after the tenancy has expired if there are problems with the property that they were not aware of when you vacated the property. They have up to six (6) years to make this application under the *Australian Consumer Law and Fair Trading Act 2012 (Vic)*.

Also see:

[Limit on rent in advance \(Legislation\)](#)

[Paying rent and rent in advance \(CAV\)](#)

[Receipts for rent \(Legislation\)](#)

[Rent in advance under weekly tenancy agreement \(Legislation\)](#)

[Where and how is rent to be paid? \(Legislation\)](#)

Repairs and maintenance

The landlord must maintain the property in a reasonable state of repairs taking into account how much rent you pay, the age, character and prospective life of the property, and must complete the repairs or maintenance within a reasonable time.

Please note: if you have had any goods, services or facilities withdrawn or reduced, you can apply to the Tribunal to have your rent reduced.

Also see:

[Application to Director to investigate need for non-urgent repairs \(Legislation\)](#)

[Application to the Tribunal to change locks without consent \(Legislation\)](#)

[Application to Tribunal for non-urgent repairs \(Legislation\)](#)

[Definitions - urgent repairs \(Legislation\)](#)

[Dickensia approach to residential tenants lingers in Australian laws \(ABC News\)](#)

[Gas heaters and fire place repairs and maintenance blog \(Cubbi\)](#)

[Landlord must ensure rating compliance for replacement water appliances \(Legislation\)](#)

[Landlord's duty to maintain premises \(Legislation\)](#)

[Locks \(Legislation\)](#)

[Locks for rented premises the subject of an intervention order \(Legislation\)](#)

[What can the Tribunal order \(Legislation\)](#)

Security - locks and devices

As technology moves forward, so do the locking devices. And this adds to the expense of replacing them if the devices are damaged or lost. The keyless locking devices for garage doors can be purchased online however can be difficult to program or may not work at all. If you find a good universal device, use it at your property and reprogram it at the next property. Make sure you store the ones supplied by the landlord and return them unused.

Write a file note up stating what date you stored the devices. At the same time, let us know where you purchased the universal device and we will be sure to let the Aussie Renters community know.

Always take a picture of the keys and devices the moment you receive them. Do it in front of the landlord, so pull them out of any sealed envelope and take a picture. We have heard some pretty good stories regarding keys, some state they have supplied the keys when they know full well the last tenant did not return them and replacing remote controls when they become faulty is not the responsibility of the tenant, it usually due to "fair wear and tear". If you do not have it documented and photographed, the landlord will attempt to make you responsible and the costs can be high.

As the remote control garage doors can be temperamental, please contact your landlord immediately if the door does not close correctly or continually opens back up when it should be closed. This is considered an urgent repairs due to being a security risk. If you attempt to fix the problem, you may be liable for repairing it, even if you did not cause the problem in the first place.

It is the landlord's responsibility to ensure your property is reasonable secure at all times. Locks are covered in the emergency repairs section of the legislation, so depending on the circumstances the repairs should be attended to quickly. A piece of dowel/timber can be placed in the run of any window to prevent it being opened while repairs are being organised however an unlockable front door is a total different situation.

The legislation states you must receive a complete set of keys that open all external doors and windows. If you wish to change the locks at any stage, the landlord must not unreasonably withhold consent to changing of the locks and you must give the landlord the new key once the lock is changed.

Also see:

[Application to the Tribunal to change locks without consent \(Legislation\)](#)

[Locks \(Legislation\)](#)

[Locks for rented premises the subject of an intervention order \(Legislation\)](#)

Tenant liabilities

When you take up occupation, you will be required to pay for the installation and connection of the utilities, i.e. telephone, television and Internet connections if they are not connected prior to moving in.

If the utility service exists the lessor is required to maintain these services and you should inform the landlord if any of the utilities is not working.

You must pay for the supply of electricity, water or gas as long as the supply is individually/separately metered and any new installation connections if they were not provided when you moved in. If the consumption is not metered and you have agreed to an alternative method, you are responsible for charges calculated with reference to that method provided you are informed of the details of the account. You must be informed of the meter readings and charge per unit

You are required to keep the premises and inclusions (air conditioner etc.) clean as well as not '*ensure that care is taken to avoid damaging the rented premises and common areas*' the property. You are expected to leave the property '*is to be kept in a reasonably clean condition, fair wear and tear excepted*'.

You should also know, the landlord can make application to VCAT after the tenancy has expired if there are problems with the property that they were not aware of when you vacated the property. They have up to six (6) years to make this application under the *Australian Consumer Law and Fair Trading Act 2012 (Vic)*.

Also see:

[Australian Consumer Law and Fair Trading Act 2012 \(Vic\)](#)

[Can renters have solar power? \(comparethemarket.com.au\)](#)

[Landlord must not seek overpayment for utility charge \(Legislation\)](#)

[Landlord's liability for charges for supply to non-complying appliances \(Legislation\)](#)

[Landlord's liability for various utility charges \(Legislation\)](#)

[Penalties \(CAV\)](#)

[Reimbursement \(Legislation\)](#)

[Renters are being left out in the cold \(The Conversation\)](#)

[Tenant's liability for various utility charges \(Legislation\)](#)

Tenancy database

The national tenancy database has restrictions on whether a person/s can be listed on the tenancy database and if the listing is incorrect the Tribunal can correct it, ordering the listing be removed. The landlord should not be using the tenancy database as a blackmailing tool, so any correspondence received stating you will be listed should be kept.

The Act clearly states what the landlord may or may not do when it comes to using and checking this database regarding your tenancy history or placing you on the database. The state government also release the same information on their website (link listed below).

The restrictions on listing a person on the tenancy database are:

- A landlord, agent or database operator must not list personal information about someone unless the person was named on the tenancy agreement and the person has breached the tenancy agreement; and
- You must owe more than the amount of the rental bond or a court/tribunal has made an order terminating the agreement; and
- The information is accurate, complete and unambiguous.

The landlord must take reasonable steps to **give you a copy of the listing within 7 days** after using the tenancy database and give you **14 days** to respond and review the listing. They must consider your responses, so make sure you attempt to rectify the issues.

Once you have rectified the issues, **request a copy of the listing** in writing as the landlord is obliged to supply a copy for free **within 7 days** after your written request is made. You can also make the same request with the tenancy database providers however this will incur a fee and this must not be excessive.

If the landlord lists you on the tenancy database and knows the information is inaccurate, incomplete or ambiguous then they must have the **listing removed or amended within 7 days**.

You should also know that if you are **applying for rental properties** and the prospective landlord finds you on the tenancy database, they are **obliged to inform you within 7 days**.

You can dispute the listing by making application to the Victorian Civil and Administrative Tribunal for the listing to be removed or amended. As soon as you become aware of the listing, make your application and understand, the Tribunal can only make an order if the information is inaccurate, incomplete, ambiguous or out of date, or the listing is unjust taking into account the reason, involvement and adverse consequences suffered by you. The Tribunal can also order compensation if you are wrongly listed.

The listings must be removed after 3 years in accordance to the *Privacy Act 1988*.

Also see:

[Application to Tribunal for removal or amendment of listing \(Legislation\)](#)

[Ensuring quality of listing - landlord's obligation \(Legislation\)](#)

[Further restriction on listing \(Legislation\)](#)

[Keeping personal information listed \(Legislation\)](#)

[Listing can be made only for particular breaches by particular persons \(Legislation\)](#)

[National Tenancy Database \(NTD\)](#)

[Notice of listing if database used \(Legislation\)](#)

[Notice of usual use of database \(Legislation\)](#)

[Notifying relevant non-parties of Tribunal order about listing \(Legislation\)](#)

[Providing copy of personal information listed \(Legislation\)](#)

[Tenancy databases - blacklists \(CAV\)](#)

[Tenant databases or blacklists \(TUV\)](#)

[Tenant information \(TICA\)](#)

[Victorian Civil and Administrative Tribunal \(VCAT\)](#)

[What can the Tribunal order? \(Legislation\)](#)

Urgent repairs

The Act clearly defines what is considered an emergency repair. If you need supply or restoration of essential services being electricity, gas, refrigeration, waste management and water (including hot water) then the repairs must be carried out as soon as practicable of the need arising.

***STORY TIME:** An area of mould at the bottom of the fence was clearly seen from my kitchen window. The landlord was informed numerous times about it being extra moist during dry times. When it erupted one Sunday morning, we were told to turn the water off until the plumber could fix it. I obliged, reluctantly considering all the prior notice given about the wet patch but what got me was the plumber could not fix it till Monday. The repair was pushed out till Tuesday. After decades of renting on the Gold Coast, I am a little over this kind of treatment, so I rang the plumber myself only to be informed he knew nothing about the problem. He turned up promptly, fixed the pipe and charged the owner. The landlord then requested the excess water bill to be paid and I was informed it was high due to having teenage girls, nothing to do with the current event. I argued and won, then received a rent increase to cover the water charges...*

Other urgent repairs are those that cause damage to the property, injure a person or cause undue hardship or inconvenience. Make sure that you notify the landlord immediately and follow the request up with written correspondence. Our letters will assist the process as well as a letter informing the landlord that the repairs had been carried out and how to reimburse you.

The landlord is required to reimburse you for any expenses incurred, up to the **maximum amount of \$1,000**. If you decide to carry out the repairs, make sure you follow the legislation requirements and have the repairs carried out by a suitable repairer, someone suitably trained, qualified and licensed. The landlord must reimburse you **fourteen (14) days** for the reasonable costs of making urgent repairs. You must make a written request for reimbursement and supply the copy of the receipt/account.

Also see:

[Application to Tribunal for urgent repairs \(Legislation\)](#)

[Definitions - urgent repairs \(Legislation\)](#)

[Urgent repairs \(Legislation\)](#)

Water consumption charges

Water service charges can **only be charged to you** if the property is individually metered and water efficient devices installed that minimise the flow of water, on all outlets. These fixtures must comply with the water efficiency requirements WELS rating of three stars or higher. If the property does not have water efficient devices installed to minimise the flow from all water outlets then the owner is liable for the water consumption charges.

The landlord pays for water rates, taxes and fixed charges while you pay for the consumption of the service (the water you use). If there is no separate meter the calculations can be listed on the tenancy agreement clearly outlining the calculations used to work out the amount or the actual amounts. Request to view the meter read when you enter the property and take a picture of the reading for your record.

When you move in, note the water meter reading on your condition report and take a picture of the reading. We recommend noting a meter read every month and within 3 months you will have an average of your household consumption.

Our **Entry condition letter** will state the meter read as well as requesting evidence to support the landlord or their agent's claim that the property is water efficient being a certificate from a plumber, receipts, warranties or instruction manuals.

Also see:

[Energy and Water Ombudsman Victoria](#)

[Landlord must not seek overpayment for utility charge \(Legislation\)](#)

[Landlord's liability for charges for supply to non-complying appliances \(Legislation\)](#)

[Landlord's liability for various utility charges \(Legislation\)](#)

[Reimbursement \(Legislation\)](#)

[Sustainability Victoria](#)

[Tenant rights as a water user \(Community Door\)](#)

[Tenant's liability for various utility charges \(Legislation\)](#)

[Utilities, telephone, internet and television in rental properties \(CAV\)](#)

[Victoria utility fees and other charges \(Flatmates.com.au\)](#)

[Water bill calculator \(ESC\)](#)

[Water Efficiency Labelling and Standards \(WELS\) scheme \(Australian Govt\)](#)