

# The Rights And Responsibilities Of Tenants In Australia



## **Abstract**

"The Rights and Responsibilities of Tenants in Australia" provides a comprehensive overview of the legal obligations and entitlements of renters across different states and territories. This guide aims to educate tenants on their rights concerning rent, maintenance, bond returns, and dispute resolution, ensuring they understand the laws that protect them. It also highlights the importance of meeting responsibilities, such as maintaining the property and adhering to lease agreements.

By outlining state-specific regulations and offering practical tips, this resource empowers tenants to navigate the rental process confidently and avoid common pitfalls. Whether you're renting in Victoria, NSW, or any other region, this guide ensures you are informed and prepared for a successful tenancy.

## **Getting Started**

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By outlining state-specific regulations and offering practical tips, this resource empowers tenants to navigate the rental process confidently and avoid common pitfalls. Whether you're renting in Victoria, NSW, or any other region, this guide ensures you are informed and prepared for a successful tenancy.

**Unlock the secrets to hassle-free renting with your ultimate guide to tenant rights and responsibilities in Australia!**

## **1. Understanding Your Rental Agreement**

### **What Is a Lease?**

A lease is a contract outlining the terms under which one party agrees to rent an asset—in this case, property—owned by another party. It guarantees the lessee, also known as the tenant, use of the property and guarantees the lessor (the property owner or landlord) regular payments for a specified period in exchange. Both the lessee and the lessor face consequences if they fail to uphold the terms of the contract. A lease is a form of incorporeal right.

### **Understanding a Lease**

Leases are legal and binding contracts that set forth the terms of rental agreements in real estate and real and personal property. These contracts stipulate the duties of each party to

effect and maintain the agreement and are enforceable by each. For example, a residential property lease includes:



- The property address
- Landlord and tenant responsibilities
- The rent amount
- A required security deposit
- Rent due date
- Consequences for breach of contract
- The duration of the lease
- Pet policies
- Other essential information

Not all leases are designed the same, but all of them have some common features. These include the rent amount, the due date of rent, the expiration date of the lease. The landlord requires the tenant to sign the lease, thereby agreeing to its terms before occupying the property.

Most residential leases are standard with the same terms for all tenants. Leases for commercial properties, on the other hand, are usually negotiated in accordance with the specific lessee and typically run from one to 10 years, with larger tenants often having longer, complex lease agreements.

## Special Considerations

Consequences for breaking leases range from mild to damaging, depending on the circumstances under which they are broken. A tenant who breaks a lease without prior negotiation with the landlord faces a civil lawsuit, a derogatory mark on their credit report, or

both. As a result of breaking a lease, a tenant may encounter problems renting a new residence, as well as other issues associated with having negative entries on a credit report. Tenants who need to break their leases must often negotiate with their landlords or seek legal counsel. In some cases, giving a certain amount of notice or forfeiting the security deposit allows tenants to break their leases with no further consequence.

Some leases have early termination clauses that allow tenants to terminate the contracts under a specific set of conditions (job-related relocation, divorce-induced hardship) or when their landlords do not fulfill their contractual obligations. For example, a tenant may be able to terminate a lease if the landlord does not make timely repairs to the property. The terms of a lease cannot violate state or federal law. So a clause that allows a landlord to enter the premises at any time without notice or one that, via court action, grants a landlord to recover more than statutory limits allow is not enforceable.

## **Types of Leases**

Beyond residential leases, tenants who lease commercial properties have a variety of lease types available, all of which are structured to assign more responsibility on the tenant and provide greater up-front profit for the landlord.

Some commercial leases require the tenant to pay rent plus the landlord's operational costs, while others require tenants to pay rent plus property taxes and insurance. The four most common types of commercial real estate leases include:

- **Single-Net Leases:** In this kind of lease, the tenant is responsible for paying property taxes.
- **Double-Net Leases:** These leases make a tenant responsible for property taxes and insurance.
- **Triple-Net Leases:** Tenants who sign these leases pay property taxes, insurance, and maintenance costs.
- **Gross Leases:** Tenants pay rent while the landlord is responsible for other costs.

## **How Do Leases Work?**

Leases are generally legally-binding contracts between two parties: the lessor and the lessee. They involve a piece of property rented out by the owner (the lessor) to the lessee or the tenant. Leases can be verbal agreements but are normally drawn up in writing. Both parties agree to the terms of the lease, including the rental amount, length of time for the contract, as well as any consequences that may result if either party doesn't uphold the terms and conditions of the contract.

## **What Benefits Do Leases Provide for Landlords and Tenants?**

Signing a lease provides both landlords and tenants with clear terms and conditions outlining the relationship and the rental agreement. Doing so also establishes the rights and responsibilities of each party involved. For instance, leases provide both parties with structure,

in that they establish the cost associated with renting and the length of time under which the lease is exercisable. This provides both parties with stability. A lease also gives both parties a clear understanding of what happens when either party breaks or goes against any of the terms laid out within the lease contract.

## Can You Break a Lease?



Either party can break a lease. But doing so isn't advisable as there may be consequences involved. Tenants may be responsible to pay the landlord early release charges and/or the remaining balance to pay off the lease. In some cases, breaking a lease may even hurt a tenant's credit score. Landlords may have to provide tenants with alternate living spaces while others may face civil or legal challenges if they break their leases without cause. Regardless of whether you're a tenant or landlord, it's always a good idea to talk to the other party involved to avoid any negative consequences and end the lease amicably. Certain protected groups, such as active military members or victims of domestic violence, may break their leases without any consequences as long as they are able to provide some proof.

## **2. What Are the Fundamental Rights of Tenants in Australia?**

In Australia, there are laws in place to protect you as a tenant (the person renting the property) as well as the landlord (property owner).

As an international student in Australia, you have the same rights as every other tenant when it comes to renting a property. These rights are designed to support a safe and comfortable living environment. Let's explore them.

## **Your rights when securing accommodation**

When you rent a property through a registered real estate agent, they will follow all the necessary steps to make sure you are protected legally.

If you join an existing shared house or rent directly from the landlord (private rental), knowing your legal rights as a tenant will result in a more positive experience.

## **Listings**

When searching for private rental accommodation, double check the address and attend an advertised 'open for inspection', or arrange a time to visit the property, to check the accommodation and local area in-person.

When applying for a private rental or joining an existing share house, confirm the identity of the landlord (owner) and check that the person listing the vacancy has the legal right to rent out the room or the property, before you pay any money.

## **Bond**

A rental bond is a security deposit paid at the start of the tenancy. Your bond money should be held by your state or territory's rental authority, arranged by using the official forms. This will legally protect you and your bond money.

The bond will then be paid back to you when you leave the property, unless you still owe rental payments or if there is some damage that you are responsible for.

Please note: The only fees you need to pay are the bond and four weeks' rent in advance after you sign the lease (contract). You do not need to pay an upfront fee for things like a "background check" or "inspection fee" before you move in.

Tips!

- If you join an existing share house and one of the tenants (housemate) asks you to pay them the bond directly, this will not protect your money legally – use the proper forms instead. You should also make sure that your housemate contacts the real estate agent or landlord to put your name on the lease agreement.
- If you are renting directly from a landlord in a private rental arrangement, the landlord should ask you to fill out an official bond form. They must lodge the form with the local rental bond authority within 10 days of you moving in to the property and give you a receipt to show this has been done. It is a legal offence not to do so, so ask to see it if it is not provided.

## Entry condition report

Your landlord or real estate agent responsible for the property (property manager) must fill out a condition report before you move in. They will then give you a copy so you can check that the report is accurate.

You can make any changes to the condition report and add any notes on noticeable damage to the house, fittings or fixtures, including marks and scratches, and anything that is dirty - inside and outside of the property.

Carefully check the condition of the property as soon as possible after signing the lease and receiving the keys. Checking the condition closely before you move your furniture in will give you a clearer view of any existing damage, or 'wear and tear'.

When you are satisfied that the report is accurate and complete, you must sign, date and return the report promptly, usually within five business days of moving in. Please allow time for delivery if returning the form by post.

Once received, the agent or landlord must give you two paper or electronic copies of the signed condition report. Both the tenant and the landlord must each keep a copy of the report until the end of the rental agreement period.



### Tips!

- Take a date-stamped photo of any existing damage. You can attach photos to your condition report, or email digital copies, and keep them for the end of your rental period. This will prove that you have not caused any pre-existing damage during your tenancy and make it easier to have your bond money returned in full.

- If your condition report notes anything needing repair, the report provides written notice of this, so your landlord or agent must arrange repairs in a reasonable time.

## **Your rights as a tenant**

Here are some of the most important rights that you should be aware of once you move in.

### **Right to a safe and healthy living environment**

As a tenant, you have the right to live in a property that is safe and in good repair. Your landlord is responsible for ensuring that the property is free from hazards such as mold (caused by a structural problem such as a water leak), asbestos and pests, and that all appliances and fixtures are working.

### **Right to privacy**

The real estate agent or landlord will arrange to inspect the property every 3-6 months. Legally, they must give you at least seven days' notice before entering your home. You can decide whether you are there at the inspection or not.

### **Right to end the tenancy**

You have the right to end your tenancy at any time. There might be two reasons for this:

- Your landlord has violated one of the terms in the lease agreement: If this is the case, contact the rental rights body in your state or territory as listed below to help you either resolve the issue or to leave the property without fees being incurred.
- For a personal reason: If this is the case, you will need to pay fees for breaking a lease early. The amount of fees for breaking a lease will depend on the terms of your rental agreement, so please read it carefully before signing. You may have signed an agreement for a set period (for example, one year), but your agreement may also have options for renewal or move you to a month-by-month agreement at a set date.

Your landlord may also have the right to end your tenancy early. For example, they might want to sell or renovate the home. Check your rental agreement documents to see what the terms are.

When your agreement period comes to an end, the landlord needs to give you 30 days' notice if they do not want to renew the lease.

### **Right to protection from discrimination**

If you believe you have been discriminated against by your landlord, you can contact the Australian Human Rights Commission for advice or one of the legal bodies listed below.

### **Your responsibilities as a tenant**

As well as rights, you also have some legal responsibilities as a tenant. These include keeping the property in a reasonable condition, paying your rent on time and following the terms of your lease agreement.



If you do not meet your responsibilities under the agreement, the landlord or real estate agent can give you a 14-day termination notice and you will need to move out within those 14 days.

### **3. Tenants Rights In Different States Of Australia**

When renting a property in Australia, tenants have specific rights and responsibilities that vary from state to state. While the core principles of tenant protection are consistent across the country, each state has its own legislation and rules. Here's an overview of tenants' rights in different Australian states to help you understand what to expect, no matter where you are renting.

#### **1. Victoria**



In Victoria, tenants are protected under the Residential Tenancies Act 1997. This law provides comprehensive guidelines for rental agreements, disputes, and rights. Key rights include:

- **Bond protection:** Landlords cannot demand more than four weeks' rent as a bond unless the weekly rent exceeds a certain threshold. The bond must be lodged with the **Residential Tenancies Bond Authority (RTBA)**.
- **Repairs and maintenance:** Tenants are entitled to urgent repairs (such as water leaks or electrical hazards) within a specific time frame.
- **Lease termination:** Tenants can end the lease with proper notice, and landlords must provide reasonable notice for any termination.
- **Rent increases:** Rent can only be increased once every 12 months, and tenants must receive a 60-day notice.

## 2. New South Wales (NSW)

NSW tenants are covered by the Residential Tenancies Act 2010. This act sets out the rules for renting and protects tenants from unfair treatment.

- **Bond protection:** Tenants must lodge bonds with the Rental Bond Board, and landlords cannot hold them privately.
- **Repairs and maintenance:** Tenants have the right to live in a property that is in good repair. Landlords are responsible for ensuring the property meets safety standards.
- **Rental increases:** Rent cannot be increased during a fixed-term lease unless specified in the agreement. After the lease ends, rent can only be increased once every 12 months with 60 days' notice.
- **Termination rights:** Tenants can give a 14-day notice to terminate a lease early under specific conditions like the sale of the property or serious health concerns.

## 3. Queensland

In Queensland, tenant rights are governed by the Residential Tenancies and Rooming Accommodation Act 2008. The Residential Tenancies Authority (RTA) oversees rental matters.

- **Bond protection:** Landlords must lodge bonds with the RTA. Tenants can dispute any bond deductions via the RTA's dispute resolution service.
- **Right to repairs:** Tenants can request urgent repairs, and if the landlord doesn't respond, they can carry out repairs and claim the cost.
- **Entry rights:** Landlords must provide at least 24 hours' notice before entering the property, except in emergencies.
- **Ending a lease:** Tenants can break the lease early under certain circumstances, such as if the property becomes unlivable.

## 4. South Australia (SA)

South Australian tenants are protected by the Residential Tenancies Act 1995. Key rights include:

- **Security deposit:** Landlords must lodge the security bond with **Consumer and Business Services (CBS)**.
- **Rent increases:** Rent can only be increased once every 12 months for a periodic lease, and tenants must be given 60 days' notice.
- **Repairs:** Tenants have the right to request urgent repairs. If repairs are not completed, they can request an order from the South Australian Civil and Administrative Tribunal (SACAT).
- **Termination of lease:** Tenants can terminate the lease with proper notice, especially in cases of serious breaches by the landlord.

## 5. Western Australia (WA)

In WA, tenants' rights are governed by the Residential Tenancies Act 1987. The Department of Mines, Industry Regulation and Safety (DMIRS) oversees rental regulations.

- **Bond protection:** Landlords must lodge bonds with the Bond Administrator within 14 days of receipt.
- **Repairs and maintenance:** Tenants have the right to request repairs. Urgent repairs must be addressed immediately.
- **Rent increases:** Rent can be increased with a 60-day notice, but not during a fixed-term lease unless specified.
- **Ending the lease:** Tenants can end a periodic lease by giving 21 days' notice.

## 6. Australian Capital Territory (ACT)



In the ACT, the Residential Tenancies Act 1997 governs tenants' rights. The ACT Civil and Administrative Tribunal (ACAT) handles disputes.

- **Bond protection:** Landlords must lodge the bond with the Office of Rental Bonds within two weeks.
- **Rent increases:** Rent can only be increased once a year with 60 days' notice, and the increase must be in line with the Consumer Price Index (CPI).
- **Right to repairs:** Tenants have the right to live in a safe property and request repairs promptly.
- **Lease termination:** Tenants can give a 21-day notice to vacate during a periodic lease.

## 7. Northern Territory (NT)

In the NT, the Residential Tenancies Act applies. The NT Civil and Administrative Tribunal (NTCAT) handles rental disputes.

- **Bond protection:** The bond must be lodged with the Tenancy Trust Account.
- **Repairs and maintenance:** Tenants can request repairs, and urgent repairs must be completed within 24 hours.
- **Rent increases:** Rent can be increased during a periodic lease with 30 days' notice.
- **Lease termination:** Tenants can terminate a lease with 14 days' notice under certain circumstances.

### Conclusion

Each state in Australia has specific laws protecting tenants, with variations in bond handling, repair rights, rent increases, and termination conditions. It's crucial to understand the regulations in your state to ensure your rights are respected and obligations met when renting a property.

## 4. What Are the Tenant Rights in New South Wales (NSW)?

As a tenant you have rights under the Residential Tenancies Act 2010 and Residential Tenancies Regulation 2019. This factsheet briefly outlines NSW residential tenancies law – including coverage of the Act, your rights and obligations, and certain terms of the standard tenancy agreement.



## What the Act means for tenants

- Most residential tenancies in NSW are covered by the Residential Tenancies Act 2010 ('the Act').
- The Act and the regulations set out a standard residential tenancy agreement that gives rights and obligations to landlords and tenants.
- The Act gives the NSW Civil and Administrative Tribunal (NCAT) power to hear and settle disputes about residential tenancies, including bond disputes.

## Who the Act covers

- private tenants who have a written or oral residential tenancy agreement
- social housing tenants, including tenants of DCJ Housing, community housing providers and the Aboriginal Housing Office. Social housing providers have certain specific rights and obligations under the Act
- people who rent a home in a land lease community

## Who/what the Act does not cover

- people who own a home and rent a site in a land lease community are covered by the Residential (Land Lease) Communities Act 2013. (see [tenants.org.au/thenoticeboard](http://tenants.org.au/thenoticeboard))
- 'protected' tenants living in premises covered by the former Landlord and Tenant (Amendment) Act 1948
- residential aged-care or respite-care premises
- serviced apartments, hotels, motels and backpackers hostels
- hospitals and nursing homes
- club premises used to provide temporary accommodation
- premises used mostly for the purpose of trade, profession, business or agriculture
- holiday parks occupation agreements
- retirement village residence contracts
- refuge or crisis accommodation agreements
- boarding and lodging agreements (see Factsheet 14: Boarders and lodgers)
- agreements giving the right to occupy residential premises for no more than 3 months for a holiday
- other short term (no more than 3 months) rental accommodation that is not your principal place of residence. This includes accommodation booked through online services like Stayz, Airbnb and competitors. (See NSW Fair Trading 'Short-Term Rental Accommodation')

## The Act also does not apply:

- where a tenant made an agreement in good faith for the sale, purchase or mortgage of the residential premises
- where a tenant is a shareholder living in company title premises

- where a tenancy agreement is part of an equity purchase agreement which gives the tenant an option to buy
- to most family arrangements.

## **Your rights under the Act**

- to be given a copy of the residential tenancy agreement, a condition report completed by the landlord/agent and the NSW Fair Trading New tenant checklist
- to have premises rented to you in a reasonable state of cleanliness and fit to live in
- to be given rent receipts (unless you pay rent into a nominated bank account)
- to be offered at least one means of paying the rent for which you do not incur a cost
- rent increases no more than once every 12 months, during a periodic (continuing) lease
- to be given 60 days written notice of a rent increase
- to have quiet enjoyment and use of the premises – the landlord/agent must not interfere with your possession of the premises
- to have reasonable peace, comfort and privacy
- to have reasonable locks and security
- to have reasonable repairs and maintenance done
- to be given permission to make changes of a minor nature, e.g. installing curtains or child safety measures
- to be repaid for any urgent repairs that you have paid for – up to \$1000
- to apply to the Tribunal for orders if the landlord has broken the tenancy agreement
- to be given written notice of the landlord wanting to end the tenancy agreement
- to be notified of the change of name and address of the landlord or their agent
- to refuse the landlord access except in certain circumstances and with proper notice
- not to be unlawfully evicted.
- The landlord/agent must state a fixed amount of rent in the advertisement or offer for the property and must not solicit or otherwise invite a higher offer than the advertised amount.

## Your obligations under the Act



- to fill out the condition report and give the landlord/ agent a copy within 7 days
- to pay rent on time
- to pay water usage and utility charges (electricity, gas or oil) on time, if the premises are separately metered and have prescribed water efficiency measures installed
- to care for the premises
- to pay for any damage caused by you or your guests
- to report the need for any repairs or maintenance
- not to make alterations or additions without the landlord's permission (the landlord must not unreasonably withhold consent for changes of a minor nature)
- not to alter, remove or add a lock or security device without the landlord's consent (except in certain domestic violence situations)
- not to use or permit the premises to be used for an illegal purpose
- not to cause or permit a nuisance
- not to interfere with the peace, comfort or privacy of neighbours
- to give correct written notice when you leave
- to leave the premises in a similar condition to when you rented them, except for normal wear and tear.

## Terms of the standard tenancy agreement

The Act says that landlords must use the standard terms set out in the Residential Tenancies Regulation 2019. Many of the terms are the same as those listed above.

The terms of the standard residential tenancy agreement cannot be varied (except for tenancy agreements that are for a fixed term of 20 years or more – contact your local Tenants' Advice and Advocacy Service for more information).

If you do not carry out your responsibilities you can be said to have 'breached' (broken) term/s of the agreement.

### **Additional terms**

- Additional terms may be included in the standard residential tenancy agreement if:
- both you and the landlord agree to them
- they do not conflict with the Residential Tenancies Act 2010 or any other legislation
- they do not conflict with the terms of the standard agreement.

If you are unsure about an additional term, get advice from your local Tenants' Advice and Advocacy Service or apply to the Tribunal for an order that the term is invalid.

## **5. What Are the Tenant Rights in Victoria?**

Residential lease agreements in Victoria are the legal embodiment of the deals between the tenants and the landlords. The contract outlines the roles and responsibilities of both parties. Renters must read the clauses carefully before signing the agreement to ensure there are no unfavourable conditions that cannot be met. Besides checking the rent amount, outgoings, and rent review, the tenants should also pay attention to cleaning and bond retrieval.

Every landlord wants the property to be returned in its original condition at the end of the tenancy, barring fair wear and tear. It implies that the house should be neat and clean and without damage. The landlord can claim the rental bond if the renter fails to meet this condition during the final inspection. It can lead to disputes and hassles. This is why most tenants hire professional end of lease cleaners in Melbourne.

Here is everything you need to know about cleaning clauses and bond return conditions. It will help you make informed choices while signing the contract.

### **1. Cleaning Clauses in Rental Agreement**

Tenants must understand that landlords cannot make them responsible for professional end of lease cleaning in Melbourne. However, they can make a claim for the rental bond if the property is not reasonably cleaned at the end of the tenancy. It must be brought back to the same condition in which it was at the beginning of the lease agreement. This is why many lessees hire professional cleaning companies that offer a bond back guarantee. The tenant must remember that fair wear and tear cannot be used to claim the bond by the landlord.



## 2. Cleanliness Standards For Final Inspection

When it comes to meeting the cleanliness standards of the landlords, the tenants are often confused. Reasonably clean does not mean flawlessly clean. The property must not be dirty and devoid of dust, cobwebs, greasy surfaces, garbage and debris.

The tenants must refer to the entry condition report to ensure cleaning is up to the mark. It should not have mould or marks on the walls and stains on the tiles and carpets that were not present before the tenancy. The exit condition report pictures must match the entry condition to satisfy the landlord.

## 3. Professional Cleaning Clauses



According to the Consumer Affairs Victoria Director's Guidelines for cleanliness, professional end of lease cleaning Melbourne can be required if the property was professionally cleaned immediately before the tenancy. Hiring a service provider is unnecessary if the professional cleaning took place months or years before the property was leased. The landlord can also ask for professional cleaning if an incident at the property during the lease affected its cleanliness. For example, persistent bad odour in the house, stubborn stains on the carpet, etc.

## 4. Bond Return Conditions

The rental bond is refunded to the tenant when they vacate the property at the end of the tenancy without any claims made by the landlord. The property owner is usually responsible for starting the claim after discussing the division of the money with the tenant. The process must begin within ten days of the agreement ending.

The tenants can also start the claim if their name is on the bond and the landlord is not taking the initiative. Once the tenant makes the claim, the Residential Tenancies Bond Authority (RTBA) sends a notice to the landlord to contest the claim within 14 days. The bond is refunded within 14 to 20 business days if there is no contest. If the landlord makes the claim, the bond is released on the same day if the tenant confirms it via email.

## **5. Rental Bond Disputes**

Rental bond disputes arising due to cleaning issues can be amicably resolved by hiring end of lease cleaning Melbourne experts. However, if there is any other reason that is not getting resolved through discussions, the landlord or the tenant can apply to the Victorian Civil & Administrative Tribunal (VCAT) for a hearing.

The tenant must attend the hearing if they feel the landlord is making an unreasonable claim for the bond. If the landlord applies to VCAT for cleaning or damage to property reasons and the tenant agrees with the claim, they must decide the amount to be paid and how it will be paid. For example, they can make a joint claim to the RTBA.

## **6. Proving and Defending Bond Claims**

If the landlord has made a claim to the bond, they must provide proof of their losses due to damage or dirty property. VCAT will then decide if the claim is genuine or not. The tenant can defend the claim by providing defences during the hearing. The tenant can get the result in his favour by ensuring they leave the property in the same condition as it was at the beginning of the tenancy. Usually, hiring an experienced end of lease cleaning Melbourne company can help avoid disputes related to cleaning.

### **Wrapping Up**

Lease agreements are straightforward documents that lay down the legal obligations of the renters and rental providers. Both parties must abide by the clauses and ensure there are no disputes related to the bond refund.

## **6. What Are the Tenant Rights in Queensland?**

In Queensland, most people who rent their home are covered by the Residential Tenancies and Rooming Accommodation Act 2008 ('the Act'). The Act sets out your rights and responsibilities as a tenant or resident and the rights and responsibilities of your lessor, agent or provider (the person you rent from).

### **The Act**

In Queensland the Residential Tenancies and Rooming Accommodation Act 2008 sets out your rights and responsibilities when you rent a place. The Act applies if you rent from a lessor, agent or provider, or rent social housing from the government, or a community organisation. Different rules may apply depending on the type of accommodation you rent.

Residential tenancy provisions apply to tenants who rent general premises (a house or unit), or rent moveable dwelling premises (a caravan or caravan site).

Rooming accommodation provisions apply if you are a resident and rent a room in rooming accommodation where you share facilities.

In some cases the Act also has sections that apply to prospective tenants and residents.

## **Your Tenancy Agreement**

Before you rent a place, your lessor, agent or provider must give you a written agreement that meets the requirements of the Act (the only exception is an agreement for a short tenancy in a moveable dwelling park).

If the lessor, agent or provider fails to give you a written agreement, they are in breach of the Act. If you are not given a written agreement the Act will still apply to your tenancy.

All agreements must include standard terms, such as the name and contact details for each party, the address of the premises, how much rent you pay and any terms of the agreement. Your lessor or provider must not include any extra terms or clauses in the agreement that contradict what the Act says.

The RTA provides standard agreement forms. The type of agreement that applies to you will depend on the type of accommodation you rent.

- In residential tenancies if you rent a house or a unit the General Tenancy Agreement (Form 18a) will apply.
- In rooming accommodation providers and residents can sign either a Rooming Accommodation Agreement (Form R18) or a General Tenancy Agreement (Form 18a).
- If you rent rooming accommodation but sign a General Tenancy Agreement your rights will be covered by the parts of the Act that apply to general residential tenancies, which provide stronger protection for tenants, compared to rooming agreements.
- If you rent in a caravan park you will have a long tenancy moveable dwelling agreement to rent the site, or a caravan and the site. The Moveable Dwelling Tenancy Agreement (Form 18b) will apply.
- If you move into a caravan park and intend to stay less than 42 days, you and the lessor can agree to have a short tenancy moveable dwelling agreement. You can make a 'short tenancy statement' to this effect. Some provisions of the Act do not apply to short tenancy agreements and this agreement can only be extended once for an additional 42 days.

## **Starting a tenancy**

At the start of your tenancy, the lessor, agent or provider must:

- Give you a written tenancy agreement (this is optional for short moveable dwelling agreements).
- Give you a copy of the RTA information booklet that applies to your tenancy (not required in rooming accommodation).

- Give you a receipt if you pay a bond , fill in an RTA Bond Lodgement form 2 with you , and lodge your bond money and the signed form with the RTA within 10 days.
- Give you a prepared Entry Condition Report to comment on, sign and return. You must use this form to record the condition of the premises when you move in. Keep a copy for your records. Entry Condition Reports are not required for short tenancy moveable dwelling agreements, or rooming accommodation agreements where no bond is taken.
- Give you a copy of the park rules, if you are living in a moveable dwelling park.
- Give you a copy of any by-laws that apply to your tenancy.

## During your agreement



You must:

- Pay the rent according to your agreement.
- Keep the premises clean, having regard to their condition at the start of the tenancy.
- Repair any damage you or your visitors cause.
- If you live in a moveable dwelling park, keep your premises in a manner that does not detract from the standards of the park.
- Not cause a nuisance to neighbours or disturb other tenants or residents.
- Be responsible for the behaviour of your visitors.
- Get written permission if you wish to install fixtures or make changes to the premises
- Get written permission if you wish to sub-let to another tenant.

Your lessor, agent or provider must:

- Give you a receipt or keep a record of your rent payments.
- Ensure premises are clean and in good repair when you move in.
- Ensure the premises are reasonably secure.
- Ensure premises are fit to live in and kept in good repair.
- If there is a common area, ensure it is kept clean.
- In a moveable dwelling park, ensure common facilities are in good repair.
- Follow the rules for entry and respect your privacy. The Act sets out reasons for entry and notice requirements. See the Entry and Privacy Tenancy Facts for more information.

## Ending your agreement

When moving out you must meet your obligations as a tenant or resident.

The Act sets out steps you must follow to end your tenancy.

- If you want to move out, you must give your lessor, agent or provider written notice, see [You Want to Leave Tenancy Facts](#).
- Your lessor, agent or provider must give you written notice to end your agreement, see [the Lessor Ends Your Tenancy Tenancy Facts](#).
- In certain circumstances, you or the lessor can apply directly to the Tribunal for an urgent order to terminate the tenancy.
- If you receive a Notice to Leave but fail to leave by the handover day, the lessor or agent cannot self-evict you but must apply to the Tribunal for an order to remove you from the premises (this does not apply in rooming accommodation).
- When you move out, you must leave the premises clean and in a similar condition to when you moved in. But you are not responsible for general maintenance or fair wear and tear.
- You can take photos and fill in an RTA Exit Condition Report to record the state of the premises when you move out.
- Return all keys and provide a copy of your Exit Condition Report to the agent or lessor. They have 3 business days to inspect the premises and return a copy to you with their comments (not required in rooming accommodation).
- After you move out, you can use a Refund of Rental Bond form to apply to the RTA for a refund of your bond money.

## Resolving disputes

If you have a dispute consider the following options:

- Talk to your lessor, agent or provider and see if you can negotiate a solution. If you reach an agreement, put it in writing.
- Seek advice from a tenant advice service about how the Act applies in your situation.
- Write to your lessor, agent or provider to explain the problem and suggest a solution.
- If your lessor, agent or provider is in breach of the agreement, you can give them a Notice to Remedy Breach form that asks them to fix the problem by a due date.

- If you breach your agreement you can be given a Notice to Remedy Breach form. It is important to fix the problem by the due date or respond in writing if you don't agree with the notice.
- If you cannot solve a dispute, you can apply to the free RTA Dispute Resolution Service for conciliation to resolve the dispute.
- If you cannot resolve a dispute through the RTA Dispute Resolution Service, consider applying to the Tribunal for an order.
- Under the Act some Tribunal applications are urgent which means you can apply directly to QCAT for an urgent tenancy hearing without having to first apply to the RTA for Dispute Resolution.

### **Time limits may apply**

Be aware that time limits may apply to your tenancy matter. It is therefore important to act promptly and seek advice. For example if you want to apply to the Tribunal for an order about your lessor's breach of the agreement, you must apply within six months of becoming aware of the breach.

## **7. Tenant Rights During Lease Termination**



Although rental or lease agreements are binding legal contracts, landlords and tenants often need to terminate the agreement. State laws may provide landlords and tenants with some protection if they have to terminate a lease or rental agreement.

This article explores a few frequently asked questions about terminating a lease or rental agreement.

## **What is the difference between a lease agreement and a rental agreement?**

Lease agreements cover leases of at least one year. Rental agreements cover shorter terms, like a month-to-month tenancy. A month-to-month lease is an example of a rental contract. If possible, try to avoid oral agreements. Written agreements are easier to enforce.

## **What is a lease termination?**

A lease termination ends a lease. Tenants can notify the landlord or property owner through a lease termination letter. Notice requirements will vary depending on the lease agreement. These letters often include the termination date and a forwarding address. Landlords can also end a lease with an eviction notice if the tenant violates the terms of the lease.

## **How can I legally break a lease?**

State laws protect tenants and renters from the consequences of early termination for precise legal reasons. These reasons include:

- Being a victim of domestic violence
- Being called to active-duty military service as a member of the armed forces
- If the rental property is uninhabitable, unsuitable for human occupancy

If you signed a month-to-month lease agreement, you can terminate your lease with 30 days' notice.

## **Are there other options for breaking a lease agreement?**

Some lease agreements allow the tenant to terminate the lease early in exchange for a termination fee. The fee is often equal to one month's rent. Talk to the property manager so that you understand the notice requirements. Most landlords ask for a 30-day notice period, with written notice.

## **What are valid reasons for terminating a lease and evicting a tenant?**

In general, most states allow a landlord to terminate a lease or rental agreement if the tenant:

- Fails to pay rent
- Violates a clause in the lease or rental agreement

When terminating a lease or rental agreement, the landlord must send the tenant a notice of termination. Lease termination notices usually order the tenant to do one of the following:

- "Pay Rent or Quit": The tenant must pay rent within a set time (usually three to five days) or vacate the rental unit
- "Cure or Quit": The tenant must correct a violation of the lease or rental agreement within a defined period of time
- "Unconditional Quit": The tenant must vacate the premises without the opportunity to cure the breach or pay the rent

The landlord may file an eviction lawsuit if the tenant remains in the rental unit after receiving a termination notice.

## How does a landlord evict a tenant?



Eviction is the court-ordered physical removal of the tenant and their property through the assistance of a law enforcement officer. Terminating a lease may require the landlord to file an eviction lawsuit or an [unlawful detainer action](#) if the tenant remains in the rental after receiving a termination notice. After the landlord sends a formal notice to the tenant, the eviction process begins when the landlord files a complaint with the court and waits for the tenant's answer. If the landlord prevails, they can repossess the property. A law enforcement officer may remove the tenant if they refuse to leave.

If a tenant terminates a lease agreement, can the landlord use the security deposit?

Every state allows a landlord to collect a security deposit when a tenant moves into a rental unit. A security deposit is a payment to the landlord to ensure that the tenant pays rent and does not damage the property. State laws regulate the amount a landlord may charge for a security deposit and when the landlord must return a tenant's security deposit.

When a tenant moves out, a landlord may use a security deposit to pay for the following:

- Unpaid rent
- Damages beyond normal wear and tear
- Cleaning services



## Bottom Line

Understanding your rights and responsibilities as a tenant in Australia is crucial for a smooth and fair rental experience. By familiarizing yourself with the regulations in your state, you can protect yourself from potential disputes, ensure proper maintenance of your rental property, and secure your bond at the end of the tenancy. Clear communication with your landlord and adherence to lease agreements will help you enjoy a positive and stress-free rental journey.

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