

Youth Law: Private Housing

This factsheet is designed to inform young people of their rights and obligations surrounding private housing in the ACT. If you are a young person with questions or concerns about housing, please call the **Youth Law Centre ACT** on **6173 5410** or **1300 654 314**.

Note: The Youth Law Centre (YLC) is Legal Aid ACT's dedicated service for young people under the age of 25. It is a free and confidential legal service.

Private Housing

Recent Updates to Tenancy Laws

Recent changes to residential tenancy laws in the ACT have aimed to increase protections and simplify processes for renting a home in the ACT.

The reforms will:

- Allow tenants who have experienced family violence to end their tenancy without paying a break lease fee;
- Limit rent increases to once a year;
- Introduce a break lease fee clause in all fixed-term tenancies; and
- Increase flexibility for condition reports.

These changes have come into effect from 10 December 2024. The introduction of new disclosure requirements and unit title rental certificates have started on 9 January 2025.

For more information on these changes, click [here](#).

Leaving Home

There is no law in the ACT stating you must be a certain age before you can leave home. This means that if you have your parents' permission and a safe place to go, you can leave home.

However, your parents still have parental responsibility for you until you turn 18. If you don't have permission from your parents and you are under 18, what happens and whether you must go home depends entirely on your personal situation. For example, if you are under 18, your parents might make you come home.

Remember, if it's not safe for you at home, you don't have to stay there. If someone has hurt you or you think they are about to, please call 000 and try to go to a safe place, like your local medical centre, hospital or police station.

What can I do if I need to leave home suddenly?

If you're worried about becoming homeless, or you don't have a place to stay you can check [OneLink](#). This is a free service for anyone in the ACT who is homeless or at risk of being homeless. You can call them on **1800 176 468** between 9am-5pm Monday to Friday.

Will I need to pay when I move out?

Moving out and renting a house or apartment can be expensive and it's important to work out whether you'll have enough money to survive.

You'll have to think about the ongoing costs of living on your own which include:

- Rent,
- Bills (electricity, gas, water, internet, etc),
- Food,
- Household items (furniture, cookware, etc.),
- Transport to school or work,
- School fees and school uniform (if you are still at school),
- Clothes, and
- Other activities (like going to the movies with friends or playing on a sports team).

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If you'll be living in a share house and splitting these costs, you'll have to make sure you have a very clear agreement in place about:

- How much everyone pays,
- When they pay,
- Who's in charge of collecting the money,
- How you will pay for shared household goods like cleaning products, and
- Who's in charge of paying the bills.

Renting

Renting

A person may enter into a Residential Tenancy Agreement in order to rent in the ACT. The Agreement is a contract that will state the terms of your rental, such as the duration and rent payable.

A person under the age of 18 may enter into a contract, so long as it is for their benefit and they understand the nature of the contract. The landlord also might want some sort of guarantee from an adult on your behalf that they will be liable for any breach of the Agreement.

What if I keep getting rejected?

A landlord cannot discriminate against a potential tenant on the basis of age. A landlord may, however, have several reasons for rejecting an application for tenancy. For example, they may be worried that you will damage the property or cannot afford the rent.

If I get approved, do I have to pay a bond?

Usually, a landlord will require a Bond from an incoming tenant as part of the Agreement, but there is no legal requirement to request a Bond. An Agreement can be formed without a Bond, but this is uncommon.

A landlord may ask you to pay up to 4 weeks rent as a Bond upon entering into a lease. A Bond cannot exceed 4 weeks' rent. This will provide the landlord with security in case you breach your rental agreement in certain ways, such as by not paying your rent. The landlord is required to deposit the bond with Access Canberra (the Office of Rental Bonds), who will hold the money until you or the landlord makes a claim for the bond to be paid. The landlord will provide a receipt to the tenant upon doing so.

If, upon terminating your Agreement, there is substantial damage to the property or unpaid rent/bills, the landlord or their agent may use your Bond to pay for the damage. If this happens to you, you may wish to get free legal advice on your options. If you pass your final inspection, your bond will be refunded to you in full.

If you are unhappy with your landlord's decision, you have 14 days to respond to the claim. You can try negotiating with your landlord or lodge your own claim with ACAT.

What is my responsibility as a tenant?

A tenant has an overarching responsibility to keep the premises in a reasonable state of good condition compared to the state it was in at the start of the tenancy except for fair wear and tear.

Example of fair wear and tear include:

- Painting fading and discolouring overtime; or
- Worn carpet due to day-to-day use.

Repairs

I need a repair done!

A landlord has an obligation to keep the premises in a reasonable state of repair having regard to its

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condition at the start of the tenancy. If the premises falls into disrepair, the tenant is required to inform the landlord who then has an obligation to make the necessary repair unless the damage is the result of the tenant's negligent or wilful behaviour. Repairs can be either "urgent" or "non-urgent".

Urgent repairs must be rectified by the landlord "as soon as necessary" having regard to the nature of the repair. Examples of urgent repairs include broken heaters in winter, broken ovens/stoves, major water leaks, unsafe electrical faults and broken toilets.

If a repair is **not urgent**, a landlord will usually have 4 weeks to rectify the repair.

Rent Increases

Increases in rent

Landlords can increase your rent but there are certain rules they must follow. If they do not follow the rules, then you do not have to pay the increase.

Your landlord:

- Can only increase your rent **once** every 12 months; and
- Must let you know of any rent increases, 8 weeks beforehand, in writing and include details of the rent increase and the date of the increase.

Note: There is a limit on how much your rent can be increased with your consent or permission from ACAT.

You can challenge the rent increase by making a request to ACAT (you must make a request at least 2 weeks before the increase in rent is to come into effect). If you have lodged an application to ACAT

then your rent freezes, which means that your landlord cannot charge you the increased rental rate until there has been a determination by ACAT.

Missed rent payments

Tips on what to do if you've missed a rent payment:

- Contact your landlord or real estate agent ASAP and tell them when you will be paying;
- Offer to pay the overdue rent over a period of time (if you can't afford to pay it all at once);
- Keep written copies of all communication with your landlord or real estate agent as evidence; and
- Contact housing services that may be able to give you financial assistance on 1800 808 488.

If you are 7 days late on rent, your landlord may notify you and give you 7 days to pay. If you do not pay in that time, they can notify you in writing to leave the property within another 14 days.

Other Tenants

Co-tenants

Co-tenancy is when there are two or more tenants who have signed the same lease. If you are co-tenants then you will be "jointly and severally liable" under that agreement. If you leave before your lease is up but your name remains on the tenancy agreement, you may still be liable for the rent payments. You should make sure that you let your landlord know in writing if you leave your property, so your name can be removed from the lease.

If your name is still on the lease, your responsibility includes:

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- All rent (including your co-tenants share if they don't pay); and
- Damage to the property even if it is not caused by you.

This means you can be required to pay for rent and damage to the property and/or be evicted even if you haven't done anything wrong.

Sub-tenants

A tenant can only sublet with the express written approval of the landlord. If a tenant attempts to sublet without such permission, the "sub-tenant" has no rights associated with a tenancy. This leaves the "sub-tenant" vulnerable to be removed from the property by the landlord on very short notice.

If there is a valid sub-tenancy, then the original tenant is known as the "head tenant" and has all the rights and obligations of a landlord towards the sub-tenant—e.g. they are responsible for repairs, etc. However, a sub-tenant has no greater rights in the property than the head tenant has. This means if the head tenant breaches their agreement with the landlord and the landlord has the head tenant evicted, the sub-tenant is likewise evicted.

Ending Your Tenancy

What are the options to end my tenancy?

Before ending your agreement, you should consider the following:

- If in a fixed-term tenancy agreement, give your landlord 3 weeks notice of your intention to leave on the day of, or after the end of your fixed term tenancy. You can then leave the property at the end of the notice period and return the keys;
- If in a Periodic Tenancy Agreement where the fixed term has expired or no fixed term

has been agreed, notify your landlord by giving them a written Notice of Intention to Vacate at least 3 weeks before you want to move out, and leave the property accordingly;

- Issue a termination notice to your landlord if your landlord has breached the tenancy agreement. To do this, you must issue a Notice to Remedy first. There are very strict steps you should follow, and you should seek legal advice before terminating your tenancy.
- Ask ACAT to terminate your tenancy if there has been a serious breach of the Tenancy Agreement by your landlord;
- Ask ACAT to terminate your tenancy if they are convinced that you would suffer significant hardship if the lease were to continue;
- Ask ACAT to terminate your tenancy if your landlord is or is likely to cause or permit serious danger to your property or injury to yourself or your family; or
- Come to a written agreement with your landlord to end your lease.

What if I left some property in my old tenancy?

If you leave anything behind, you should first try to contact your landlord and work out a solution. If your landlord writes to you and informs you that you have left behind personal belongings, you have **7 days** to collect your items.

Blacklisting

What is blacklisting?

Blacklisting is a process that involves a tenant being added to a Tenancy Database. A Tenancy Database may include information about you as a tenant that might make it harder for you to rent a property in the future.

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Listing on a Tenancy Database is not automatic.

A number of requirements have to be met to be listed on a Tenancy Database. Seek legal advice if you are being threatened with listing on a Database, or if you have been listed on a Tenancy Database.

Useful Contacts

Legal Aid ACT

Monday to Thursday: 8:30am to 7:00pm

Friday: 8:30am to 5:00pm

www.legalaidact.org.au

Phone: **1300 654 314**

Youth Law Centre

Monday to Friday: 8:30am to 5:00pm

ylc@legalaidact.org.au

Phone: **(02) 6173 5410**

Kids Helpline

www.kidshelpline.com.au

Phone: **1800 55 1800**