

Tenancy: Rights and Obligations

COVID-19 MEASURES CEASED

The *Residential Tenancies (COVID-19 Emergency Response) Declaration 2021 (No 3)* commenced on 2 September 2021 and significantly changed the responsibilities of tenants and landlords.

The post-moratorium transitional period was in effect between 26 November 2021 and 11 May 2022.

This transitional period and its measures expired on 11 May 2022. Changes under the COVID-19 Emergency Response have now ended, and the *Residential Tenancies Act 1997* is operating as normal.

Your rights as a tenant

Tenancy agreement

- You have the right to receive a copy of the proposed tenancy agreement to review prior to signing it. A copy of the Standard Residential Tenancy Terms is usually included as part of your tenancy agreement.
- You have the right to receive a copy of the signed residential tenancy agreement within 3 weeks after it has been signed by all the parties and received by the landlord.

Condition report

- You have the right to receive 2 copies of a condition report about the state of repair of the premises, and of any goods leased with the premises, no later than the day after you take possession of the property.

Bond

- Only one bond can be required for a tenancy. The amount of bond must not exceed the amount of 4 weeks rent.
- A bond must be lodged with the Office of Rental Bonds by the lessor unless it was agreed that the tenant lodges the bond.

Rent

- The landlord cannot require any payment from you other than for rent or bond (however, different rules may apply for utility bills).
- The landlord cannot accept holding deposits given by a tenant.
- The landlord must not require an amount of rent paid in advance greater than 2 weeks (unless otherwise agreed).
- You have the right to be given rent receipts unless you pay rent into a nominated bank account.
- You have the right to receive 8 weeks' notice of any intention to increase your rent and to not have rent increases more frequently than every 12 months.

Utility bills

You are only required to pay for metered services (e.g. electricity, gas, water) if there is a separate metering device so that the amount consumed during the period of the tenancy can be accurately measured.

Repairs

- You have the right to have the premises rented to you in a reasonable state of cleanliness and repair. The premises must be reasonably secure and fit for habitation at the start of the tenancy.
- You have the right to have non-urgent repairs and maintenance performed within 4 weeks of giving notice of the need for maintenance or repair.
- You have the right to have urgent repairs carried out as soon as necessary, having regard to the nature of the problem. In certain circumstances, you may also authorise urgent repairs and be reimbursed for the money you spent.
- You have the right to have smoke alarms installed and maintained.
- If you live in a Strata building the landlord must take all reasonable steps to require the owners corporation to make repairs to common property as quickly as possible.

Quiet enjoyment

- You have the right to have reasonable peace, comfort and privacy living in the premises.

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- The landlord or their agent must not interfere with your possession and use of the premises except to carry out agreed, lawful inspections and repairs, or to show prospective tenants and purchasers the premises in limited circumstances.
- Unless there is an emergency, the landlord can only change the locks with your consent. A copy of the key to the changed lock must be provided to you as soon as possible.
- You have the right to receive at least 1 week's notice of a routine inspection and to have the inspection take place with reasonable regard to your work and other commitments.
- The landlord must also give you 1 week's notice prior to accessing the premises to make or inspect repairs, unless it is an urgent repair.
- The landlord must not require access to the property on Sundays, public holidays, or any day before 8am and after 6pm without your consent unless it is for the purpose of carrying out urgent repairs.
- You have the right to occupy the premises for residential purposes without legal impediments.

Termination

- You have the right to be given written notice of the landlord wanting to end the tenancy agreement.
- You have the right to not be evicted except by ACAT order.

End of tenancy inspection

You have the right to attend the end of lease inspection and sign the outgoing condition report. The landlord must at least give you a reasonable opportunity to be present when the outgoing condition is completed and signed.

Your obligations as a tenant

Condition report

You are obliged to return 1 of the 2 copies of the ingoing condition report received upon moving into the premises to the landlord within 2 weeks of receiving it—either signed or endorsed with a signed statement from you saying whether you agree or disagree with the report.

Rent

- You are obliged to pay the rent on time and in full as agreed in your residential tenancy agreement.
- You must not use the bond money to pay for rent for the last weeks of the tenancy.

Damage to property

- You are obliged to not intentionally or negligently damage the premises or allow such damage to occur. You are obliged to pay for any damage caused by you or your guests.
- If you keep a pet on the premises, you are usually required to pay for any repairs or additional maintenance to the premises required as a consequence of keeping an animal on the premises.

Repairs

- You are obliged to report to the landlord or their agent the need for repairs and maintenance to the premises.
- You are obliged to leave the premises reasonably clean and in substantially the same condition as it was at the beginning of the tenancy term.
- You are obliged to only make modifications allowed under law or with the landlord's consent.
- You are obliged to comply with all strata rules if applicable.

Use of the premises

- You are obliged to only use the premises for residential purposes unless otherwise agreed in writing with the landlord or their agent.
- You are obliged to not use the property for an illegal purpose.

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- You are obliged to not interfere, or permit interference with, the quiet enjoyment of neighbours.
- You are obliged to not leave the premises vacant for more than 3 weeks without notifying the landlord.
- You are obliged to not sublet the premises to another person without the landlord's consent.

Termination

You are obliged to provide the correct written notice when you intend to leave.

If you have any questions arising out of the information provided in this fact sheet, contact the **Tenancy Advice Service** at:

1300 402 512 or TAS@legalaidact.org.au

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