

RENTER'S RIGHTS: A GUIDE YOU SHOULD READ BEFORE RENTING A PROPERTY



ABSTRACT

Victoria's rental laws came into effect on 29 March 2021. The changes to the law clarify the rights and responsibilities of renters and rental providers – from before a rental agreement is signed until after the agreement ends – and apply to all types of tenancies, private rentals, caravan and residential parks, and rooming houses.

On 31 May 2022 further amendments to the Residential Tenancies Regulations 2021 (RTR) were made to ensure that the gas servicing requirements of a Gas Safety Check are aligned with the Gas Safety (Gas Installation) Regulation 2018 which now mandate AS 4575 Gas Appliance Servicing of Type A appliances and prescribe reporting requirements.

NEW RENTERS BASICS

Rental providers (landlords) and agents must give renters this guide on or before the day they move in. You can read more about renting guides at Resources and guides overview.

Communicating with your rental provider

You can agree to receive information from your rental provider (landlord) electronically. This includes your rental agreement, condition report, information on your renting rights, and notices (such as a notice of an inspection).

You can also send notices and other information to your rental provider electronically, if they agree.

More information: Knowing your rights when signing an agreement.

Bond

Depending on how much rent you pay, your rental provider (landlord) or agent can ask that you pay a bond. The maximum bond is 1 month's rent (unless the rent is more than \$900 per week). In some cases, the rental provider may ask the Victorian Civil and Administrative Tribunal (VCAT) to increase this limit.

If you pay a bond, it must be lodged with the Residential Tenancies Bond Authority (RTBA) within 10 business days of receiving the bond. The RTBA will then send you a receipt.

If you do not receive a receipt within 15 business days of making payment, you can contact the RTBA.

Condition report

Your rental provider (landlord) or agent must provide a condition report. They must fill in their part of the report, sign it and give you two copies before you move in.

Inspect the property and add your own notes on its condition, including any damage. Take photos if you can. Give one copy of the completed, signed report to your rental provider or agent within five business days of moving in.

Important: Keep your copy of the condition report. You might need it if there is a dispute about who should pay for cleaning, damage, or replacement of missing items.

Problems with the property when you move in

The rental provider must ensure the property is in good repair and fit to live in. It does not matter how much rent you are paying or how old the property is.

You can ask the rental provider to fix the problem. If they do not, contact us for information and advice.

Minimum standards

Rental providers (landlords) must ensure their property meets the rental minimum standards. These include rules about:

- locks and windows
- toilet, bathroom, kitchen and laundry facilities
- building structure, mould and damp
- lighting, ventilation and heating.

If the rental property does not meet the minimum standards, you can end the rental agreement before you move in. You can also request an urgent repair to make the property meet the minimum standards at any time after you move in.

Discrimination

Rental providers must not unlawfully discriminate (or tell their agent to unlawfully discriminate) against you. For example, they must not discriminate against you

because of your sex, age, disability, race or religion when deciding whether to rent you a property.

Pets

If you want to keep a pet at the rental property, you must seek the rental provider's (landlord's) consent. Use the 'Pet request' form. For this form and more information, view [Pets](#).

If the rental provider wants to refuse consent for a pet, they must apply to VCAT within 14 days. VCAT will decide whether it is reasonable for the rental provider to refuse consent.

Repairs and maintenance

Urgent repairs

Urgent repairs may include the following:

- a blocked or broken toilet
- a dangerous electrical fault
- a gas leak
- a serious water leak, or flooding
- breakdown of an essential service or appliance provided by the rental provider. For example, a hot water system.

What to do: Contact your rental provider (landlord) or agent using their emergency phone number. They must respond without delay. If they do not, call us for information and advice.

If the rental provider does not respond quickly enough and you have to pay for an urgent repair yourself, the rental provider must pay you back, up to a limit of \$2,500.

Non-urgent repairs

Non-urgent repairs are anything not on the 'Urgent repairs' list at [Repairs in rental properties](#).

What to do: Write to your rental provider or agent telling them what needs to be repaired. You can use the 'Notice to rental provider of rented premises' form. Your rental provider or agent must respond within 14 days. If they do not, contact us for information and advice.

Maintenance

As a renter, you are generally responsible for:

keeping the property reasonably clean
minor maintenance tasks, such as changing standard light globes and keeping the garden tidy (unless your rental agreement states that the landlord is responsible).

Modifications

You can make certain modifications to the property without the rental provider's consent. For example:

- installing picture hooks or shelf brackets
- adding child safety gates or locks.

See the full list at [Renters making changes to the property](#).

To make other modifications, you will need written consent from the rental provider. For some types of modification, they must not unreasonably refuse consent.

Rent increases

Your rental provider (landlord) or agent cannot increase the rent more than once in any:

- 6-month period, for agreements that started before 19 June 2019
- 12-month period, for agreements starting on or after 19 June 2019.

They cannot increase the rent before the end of a fixed-term rental agreement, unless the agreement states they can.

Your rental provider or agent must give you at least 60 days' notice of any rent increase. They must use the 'Notice of rent increase to renter/s of rented premises' form.

If you think a rent increase is too high

You can ask Consumer Affairs Victoria to investigate whether the increased rent is too high. We will compare it to the rent for similar properties. Contact us within 30 days of receiving a rent increase notice.

After we give you our rent assessment report, you have 30 days to apply to VCAT for a hearing. VCAT may set a maximum rent. This usually applies for 12 months.

Inspections and entry to the property

Your rental provider (landlord) or agent can enter the property at a date and time that you have both agreed on. This agreement must be made within 7 days before they enter.

Otherwise, they must give you the appropriate written notice and a reason for entering the property. For example, to do a general inspection. Valid reasons are listed at [When a rental provider can enter a property](#).

Note: You do not have to agree to a verbal request from your rental provider or agent to enter the property. You can ask them to provide written notice and a reason for entering.

Unless agreed with you, the rental provider or agent can only enter between 8am and 6pm, and not on public holidays. There are limits on how often they can enter, and for how long. These are listed at [When a rental provider can enter a property](#).

If the rental provider or agent has given you the appropriate written notice, or agreed with you on an entry date and time:

- you must let them into the property, if you are at home
- they can enter if you are not at home.
- Safety and privacy

You have a right to privacy, peace and quiet. This also means that you must not unnecessarily disturb your neighbours or others around your rental property. The rental provider may issue a notice to vacate, effective immediately, if you or your visitor endangers the safety of neighbours, the rental provider or their agent, contractors or an employee of the rental provider. More information: [Immediate notice](#).

The rental provider can also give a renter a 14-day 'Notice to vacate' for serious threats or intimidation.

If a rental agreement is affected by family violence, renters have specific rights. If a person is experiencing family violence, they can apply to VCAT to end the rental agreement early or start a new agreement in the same property that does not include the person being violent (the respondent).

For information on your renting rights if you are affected by family violence, view [Family violence when renting](#).

Threat of eviction

A rental provider (landlord) or agent cannot evict you for using or intending to use your legal rights. They can only end your rental agreement for specific reasons. They must give you the required amount of notice and use the correct 'Notice to vacate' form.

If you are worried about getting a notice to vacate or getting evicted, contact us for information and advice.

Ending a rental agreement

You or your rental provider (landlord) must give notice to end the rental agreement, even if it has a fixed end date. Otherwise, the agreement will automatically continue on a month-by-month basis.

If you want to end the rental agreement

Tell your rental provider or agent in writing that you want to leave the property. You can use the 'Notice to rental provider of rented premises' form. In most cases, the end date on this notice cannot be before the end date on your rental agreement. More information: Renter giving notice.

Breaking the lease: If you have a fixed-term agreement and want to end it early (break the lease), you may have to pay fees and charges. More information: Breaking a rental agreement.

If your rental provider wants to end the rental agreement

They must give you a 'Notice to vacate' in the correct written form, including the reason for ending the agreement. In most cases, the end date on this notice cannot be before the end date on your rental agreement. More information: Giving notice to a renter.

Agreeing to end a rental agreement

You and your rental provider or agent can agree to end the rental agreement. It is important to put this decision in writing. Include any agreed costs, terms and conditions, and the date the agreement will end.

Bond claims

When a rental provider (landlord) can claim the bond

Your rental provider can claim part or all of the bond for specific things, such as:

- damage caused by you or your visitors (but not fair wear and tear)
- cleaning expenses, if you have not left the property reasonably clean.

Process for claiming the bond

Before you move out, you and your rental provider or agent should:

- try to agree on how the bond will be finalised
- set out the agreed division in the bond claim form.

Only sign the bond claim form if it shows the amount you will receive.

If the rental provider agrees, the RTBA can release your bond up to 14 days before the end of your rental agreement.

If you cannot agree on the bond

You can submit a bond claim form to the RTBA. The RTBA will then contact the rental provider, who has 14 days to apply to VCAT to dispute the claim.

If the rental provider does nothing, the RTBA will pay the bond to you.

If the rental provider applies to VCAT within 14 days after the rental agreement ends, VCAT can make an order about how the bond should be divided.

WHAT IS A ENTRY CONDITION REPORT

Condition reports are a record of the condition of the property when you start your rental agreement, and when you end it. You must be given a condition report before you move in – be sure to inspect the property and add your own comments. A thorough condition report can help you defend any claims for cleaning or damage that existed before you moved in.

Entry condition report

The condition report must:

- Be created using the template form on the Consumer Affairs Victoria (CAV) website. This is the template for all properties rented out from 29 March 2021
- Be completed and signed by the rental provider or their agent

- Describe the condition of the property, both inside and out, at the time the report was prepared [section 35]

Safety checks

The condition report must include the date of the last:

- Smoke alarm test – required to be done annually
- Electrical safety check – required every 2 years
- Gas safety check – required every 2 years
- Compliance check for a pool barrier, if a pool is on the property

The rental provider must keep records of the electrical and gas safety checks and give you a copy of these records if you request them – your request must be in writing. The rental provider has 7 days to give you these records from the time they receive your written request [section 68B, regulation 30].

Phone and internet

The condition report must also state if the property has connections for:

- A telephone line
- An internet line
- The NBN (National Broadband Network), and if so the location of this connection

Completing the condition report

You have 5 business days from the move-in date in your rental agreement to complete the condition report from your point of view [section 35].

Renters' comments

If you do not agree with anything in the condition report, use the 'renters comments' part of the report to make your own notes about the condition of the property before returning a copy.

It is important to be thorough when completing the condition report as later it may be relied on as evidence of the state of the property at the time you moved in [section 36]. Your own comments in the report can help you if the rental provider later makes a bond or compensation claim against you.

If there is not enough space on the report write 'see attached' in the relevant part and attach a separate sheet. Make sure you keep a copy of anything you attach with your copy of the completed report.

Take photos and videos

Photos and videos are helpful in showing the condition of the property. We recommend you take plenty of photos and videos throughout the entire property, both inside and out, when you move in, and again when you move out, so you have evidence of the condition of the property when you arrived and how you left it.

You should take photos and videos both close up and from a distance and make sure you record the date and the room or area where the photo was taken.

You can attach these to your condition report and mark next to your comments in the report which areas you have taken photos of.

Returning the report

After you have completed the report, within 5 business days of the move-in date, you must sign it and return a copy to the rental provider or agent. Make sure you save a copy for yourself and keep it in a safe place in case you need it at the end of your tenancy [section 35].

WHAT IS A BOND?

As a tenant you have rights under the Residential Tenancies Act 2010 and Residential Tenancies Regulation 2019. This factsheet outlines the law in NSW about rental bonds, including ways to pay the bond, the landlord's obligations, claiming the bond, and Rental Bonds Online.

About the bond

The bond is money you pay at the start of the tenancy as security in case you do not follow the tenancy agreement.

A bond is not compulsory but most landlords/agents ask for one. There are restrictions; the landlord/agent can only ask for:

- a bond in the form of money (you cannot be asked for a written guarantee, for example)
- one bond for the one tenancy agreement

The most bond you can be required to pay is an amount equal to 4 weeks rent (that is, the amount of rent you agreed to pay at the start of the tenancy).

The landlord/agent cannot require you to pay a bond to them before you sign a tenancy agreement.

The landlord/agent cannot require you to pay more (or another) bond when the rent is increased or if a new tenant moves in.

Paying the bond

You can pay the bond:

- as a lump sum, or
- in instalments starting from when you sign the tenancy agreement – if the landlord agrees

When you pay the bond, the landlord/agent must give you:

- a receipt for any payment/s you make – unless details of the payment are recorded in your tenancy agreement
- a 'Bond Lodgement' form with details about how much bond you have paid – this will be sent off with the bond

You and the landlord/agent should sign the lodgement form.

Help with paying the bond

The 'Rentstart' scheme offers help to people with low incomes renting in the private market to pay the bond. Apply through your local DCJ Housing office.

Deposit of the bond

The landlord/agent must deposit the bond with NSW Fair Trading. For lump-sum payments:

- a landlord must deposit the bond within 10 working days after it is paid
- an agent must deposit the bond within 10 working days after the end of the month

For a bond paid in instalments, the periods for depositing the bond with Fair Trading vary according to when your instalments are made. (Contact Fair Trading for more information.)

Once the landlord/agent has deposited the bond, Fair Trading will send you a deposit notice and a rental bond number. Keep these in a safe place with your tenancy agreement.

If you do not receive a deposit notice, contact Fair Trading to find out if landlord/agent has deposited the bond. If the landlord/agent does not deposit the bond within the required period, they can be fined up to \$2,200.

WHAT IS BOND BACK GUARANTEE?

It is an assurance given by bond cleaners in Melbourne to renters. A bond back guarantee means the professionals do their best to deep clean the rental property adequately. They follow a complete end of lease cleaning checklist outlining necessary tasks according to rooms. Additionally, they use quality cleaning products and tools to get the best results.

Most reputed bond cleaners also ask for original condition reports to clean a rental property as per requirement. Thus, they can fulfil their assurance of helping the renter get their bonds back in full.

Moreover, you can ask the cleaners to re-clean an area (if required) during the guarantee period. This period can range from 24 hours to 7 days, depending on the bond cleaning company. However, the usual bond-back guarantee period is up to 72 hours.

When you search for a bond cleaning company in Melbourne, ask them if they provide a bond-back guarantee because it increases your chances of claiming a bond refund without dispute and deductions.

Additionally, always ask how the assurance works because every company has individual terms and conditions.

RENTAL RIGHTS YOU DIDN'T KNOW YOU HAD

The rental market is tough – but you do have some rights. We help to make sure you're aware of them.



These days the prospect of home ownership is slipping further out of reach for many Australians, and not just those on lower incomes.

The growing ranks of renters face a shortage of properties, high rents, low quality rental stock, and the likelihood of having to find a new place to live on a regular basis.

In short, it's tough out there. Now more than ever, Australian renters need to be across their rights and be willing to exercise them.

Recent renters' rights updates

"Renting can, and should, be a legitimate long-term housing option for those who want it," a Tenants' Union of Victoria policy officer tells CHOICE.

"Unfortunately, tenants are often unaware of their rights or are reluctant to enforce the rights they do have for fear of possible reprisal, particularly given the shortage of affordable rental properties."

On the plus side, renters rights were recently beefed up in Queensland and Western Australia, and South Australia is reviewing its tenancy laws.

Queensland

In Queensland, a range of new renters' rights came into effect in October 2022. Tenants Queensland CEO Penny Carr recently gave CHOICE an update of some of the key changes, which include:

- In most cases, landlords must allow tenants to keep pets, unless the property is not suitable.
- Tenancy agreements can't be ended without sufficient grounds, which would include the property being sold or significantly renovated or a relative of the owner moving in.
- Tenants can apply for repairs to the state tribunal if the landlord hasn't responded to requests within a reasonable timeframe.
- Tenants affected by domestic or family violence can more easily end a tenancy and get their bond back.
- Tenants with physical disabilities can alter the premises to improve mobility or safety if they can return it to its original state before they move out.

Western Australia

In 2019, tenancy laws in WA were updated to strengthen renters' rights in a number of areas, including:

- Allowing tenants experiencing family and domestic violence to end their tenancy with as little as seven days' notice without any legal or financial penalty.
- Establishing a process for tenants to be removed from tenancy databases (aka 'blacklists') if the listing was caused by family violence.
- Giving tenants the right to improve the security of their rentals.
- Allowing tenants to fix furniture to walls to prevent death or injury to a child or a person with a disability from toppling furniture.

New South Wales

As of March 2020, a range of new renters' rights came into effect in NSW, including:

- Properties must meet seven minimum standards to be 'fit for habitation'.
- Changes to tenancy laws made it easier for tenants to install fixtures or make alterations, additions or minor renovations
- Rent increases limited to once every 12 months for periodic (continuing) leases.
- In disputes between landlords and tenants, NSW Fair Trading was given new powers, including ordering landlords to carry out repairs and maintenance.

Victoria

As of March 2021, renters in Victoria were given new protections on a number of fronts, including:

- A ban on rent bidding (where tenants offer more than the advertised rent in order to have an advantage over other applicants).

- New restrictions on what agents and landlords can ask prospective renters, including their bond history.
- Better standards around heaters, curtains and blinds.
- Bonds cannot be more than four weeks rent for properties \$900 or less a week.

Northern Territory

As of January 2021, NT renters are allowed to have pets without landlord approval, depending on the size of the pet and the size of the rental.

South Australia

South Australia is currently reviewing its tenancy laws.

The main changes being discussed, according to Carie Dawes from nonprofit housing rights and advocacy organisation RentRight SA, include "capping the amount by which rent can be increased, longer term leases, timeframes for repairs and maintenance and pets in tenancies".



Longstanding rental rights

Aside from recent improvements in some states, certain renters' rights are longstanding and similar across jurisdictions. Following, we outline your rights around rent increases, fee-free methods of paying rent, repairs, retaliatory evictions, tenancy database blacklisting, getting your bond back, steam cleaning carpet and who pays for water.

1. Rent increases

While you're on a fixed-term tenancy agreement of two years or less, your rent generally can't be increased unless it's written into the agreement.

But once the term is up you'll move onto a periodic agreement or rolling lease, unless you sign another agreement.

On these types of agreements the rent can be increased, but generally only once every six to 12 months (depending on your state or territory).

While you're on a fixed-term tenancy agreement of two years or less, your rent generally can't be increased unless it's written into the agreement

But you're entitled to a notice period of around 60 days around the country for any rent increase (except in the NT where it's only 30 days).

State/territory	How often rent can be increased on a periodic lease	Notice period
NSW	Once every 12 months	60 days
Qld, Vic, WA and NT	Once every six months	60 days/two months 30 days (NT)
ACT, Tas and SA	Once every 12 months	60 days/eight weeks

If you believe the increase is excessive, you can try disputing it through your state's appropriate service – in most cases its civil and administrative tribunal.

If deemed excessive, the tribunal can issue an enforceable order preventing all or part of the increase, and set a period of time during which no further increases can be applied.

How can you know if the increase is excessive?

Nothing is written in stone, but the tribunal may consider things such as:

the range of market rents charged for similar properties in the area

- the condition of the property
- the level of repairs the landlord has done and the amount they've had to spend
- how long it's been since the last increase
- if you've paid for any work to be done
- the proposed increase compared to the current rent.

Excessive rental increases

Although there are no official limits, a landlord cannot increase your rent "excessively".

If you believe the increase is excessive, you can try disputing it through your state's appropriate service – in most cases its civil and administrative tribunal.

If deemed excessive, the tribunal can issue an enforceable order preventing all or part of the increase, and set a period of time during which no further increases can be applied.

How can you know if the increase is excessive?

Nothing is written in stone, but the tribunal may consider things such as:

- the range of market rents charged for similar properties in the area
- the condition of the property
- the level of repairs the landlord has done and the amount they've had to spend
- how long it's been since the last increase
- if you've paid for any work to be done
- the proposed increase compared to the current rent.

2. Fee-free rent payments

When we looked into third-party rent collection (such as rent cards), we found a lack of regulation that opened the door for renters to be charged fees to pay their rent.

The situation has improved in some states, but many renters are still unprotected.

In NSW, South Australia, Tasmania and Queensland you're entitled to at least one fee-free way to pay your rent. The other states and territories don't provide such protections.

3. Repairs

There's generally a distinction in tenancy legislation between urgent or emergency repairs and those that are less urgent.

Urgent repairs are generally specified as posing a danger or likely to cause undue inconvenience, such as a dangerous electrical fault or a blocked or broken toilet.

Beyond these types of repairs, each state and territory – in theory – requires landlords to conduct repairs to maintain the property in a reasonable condition, but in practice this doesn't always happen.

You generally can't stop paying your rent if your landlord doesn't do the repairs

Research by Consumer Affairs Victoria found that 53% of tenants had experienced problems in getting repairs completed, and only 40% who had requested non-urgent repairs reported that they were completed promptly and to an acceptable standard. You generally can't stop paying your rent if your landlord doesn't do the repairs. But you may be entitled to apply to your tenancy tribunal to seek a temporary reduction in rent as compensation or have your rent paid into a special account until the repairs are done.

What sort of repairs and maintenance are covered? For non-urgent repairs, the standard of repairs you can expect will differ depending on:

- the state of the property when you moved in
- the age of the property and its prospective life, and
- the price you pay for the property (potentially).

4. Protection against retaliatory evictions

It's pointless to provide protections for tenants if they're too afraid to assert them for fear of retaliation from their landlord, but such is the sorry state of today's rental market.

"Unfortunately, in this current rental climate, people are desperate and may not be asking questions or reading tenancy agreements as they should, which is completely understandable," Dawes says. "We also see that tenants are not exercising their rights, particularly around maintenance, for fear of being seen as a nuisance tenant and not having their lease renewed, or being blacklisted."

5. Tenancy database blacklisting

Tenancy databases such as the National Tenancy Database provide lists of problem tenants that real estate agents can review when conducting tenant history checks.

According to our research, around 50% of renters are fearful of being "blacklisted" on such databases because it would make it harder to find a place to rent in the future (although only three percent of renters actually reported this happening to them).

6. Getting your bond back

In most states and territories you're required to lodge your bond with the relevant bond authority. If there's a dispute at the end of your lease, the money is held with a third party – out of reach from an agent or landlord who may not be playing fair.

The arrangement also means you can apply to get your bond back independently if the landlord doesn't authorise its release in a timely fashion, or if there is a disagreement over the bond.

CONCLUSION

The usual way that a tenancy is ended is by one party giving written notice to the other that they wish to end the tenancy. Where the tenancy agreement is for a fixed term, a party cannot end the agreement early unless there is a lawful reason e.g. the tenant discovers that the landlord did not properly disclose certain information to them at the beginning of the tenancy. If one party wants to end the tenancy agreement early, they may be required to compensate the other party for any loss they suffer as a result. The fixed-term agreement will state what notice will be required to be given by either party, should they wish to end the tenancy agreement at the end of the fixed term. If a tenancy is periodic, and not for a fixed term, generally, the agreement will also state what the notice requirement is for advising that you want to end the tenancy. A landlord may serve a termination notice on a tenant and require them to vacate the premises if they breach the tenancy agreement.

REFERNCES

Rental rights you didn't know you had | CHOICE | RETRIEVED DATE – 2 FEB 2023

<https://www.choice.com.au/money/property/renting/articles/rental-rights-you-didnt-know-you-had>

Renters guide | Consumer Affairs Victoria | RETRIEVED DATE – 2 FEB 2023

<https://www.consumer.vic.gov.au/housing/renting/starting-and-changing-rental-agreements/resources-and-guides-for-renters/renters-guide>

Condition reports | RETRIEVED DATE - 3 FEB 2023

<https://tenantsvic.org.au/advice/starting-your-tenancy/condition-reports/>

BOND | RETRIEVED DATE - 3 FEB 2023

<https://www.tenants.org.au/factsheet-03-bond>

WHAT IS BOND BACK GUARANTEE? | RETRIEVED DATE - 3 FEB 2023

<https://www.bondcleaninginmelbourne.com.au/what-is-bond-back-guarantee/>