



End Of Tenancy: What You Need To Know

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Abstract

The end of a tenancy marks a crucial transition for both tenants and landlords, requiring careful attention to various aspects to ensure a smooth and fair process. Tenants should meticulously review their lease agreement to understand the specific conditions for moving out, including the notice period and any required maintenance or repairs. Thorough cleaning is typically essential, and any damages should be documented and reported. Landlords, on the other hand, must conduct a comprehensive inspection, addressing any issues promptly and fairly deducting only justifiable costs from the security deposit. Effective communication between both parties is key during this phase, fostering a transparent and cooperative atmosphere that facilitates the return of the deposit and the closure of the tenancy agreement on positive terms.



1. Introduction

At the end of a tenancy, communication and documentation play pivotal roles in a successful transition. Tenants should ensure that all utility bills are settled, and the property is returned to its initial condition, meeting cleanliness and repair standards. It's advisable to conduct a pre-checkout inspection to identify potential issues and address them proactively. Landlords, in turn, should conduct a fair and thorough final inspection, providing a detailed report of any deductions from the security deposit. Both parties should engage in open dialogue to resolve any disputes and finalize the necessary paperwork, allowing for a harmonious conclusion to the tenancy agreement.

2. Read Your Lease Carefully



Someday, between the time you move out of your childhood home and when you buy your first residence, you'll probably find yourself staring at a lease. A lease is a contract between someone who owns real estate (the landlord) and another person who occupies that piece of real estate (the tenant), covering the conditions under which the tenant may possess, occupy, and use the property.

Reading a lease can be befuddling, and often the first impulse is to just go ahead and sign the thing, rather than try to wade through and decipher all the legal language. However, it's important to understand that a lease is a legally enforceable agreement, and you could find yourself in a predicament later on if you fail to abide by the terms—the very ones you agreed to by signing on the dotted line. Before you sign, take the time to read the entire document.

Include Property Details

The lease should include basic facts and data about the property, including the physical address and the landlord's name and contact information. It should also state the date the lease was signed; the beginning and end dates of the rental period; and options for lease renewal, including policies for rent increases in Canberra. If any appliances are in the unit (such as a range, refrigerator, or washing machine), or if the unit is furnished, that should be included, too.

Define Deposit, Rent, and Fee Amounts

People tend to pay close attention to how much rent will cost each month, but there may be other costs that should be noted as well, including various deposits and fees. Details about any deposits—such as an upfront security deposit or fees for parking or pets—should also be clearly stated, along with conditions for getting your money back.

The lease should state particulars about the rent:

- Monthly amount due
- When it is due
- Methods of acceptable payment
- Any allowable grace period for late payment
- Amount of any late fees

Utility Inclusion

The lease should indicate policies regarding utility service and billing. Be sure to find out which, if any, utilities are included as part of your monthly rent, and whether you are expected to cover any of the costs.

Some landlords, for example, pay for electric, water, and sewer services, while the tenant pays for cable and Internet.

Repairs and Maintenance



This is something to pay close attention to since it can end up costing a lot of money, time, and headaches. In some rental arrangements, the landlord is responsible for taking care of all repairs and maintenance—whether it's a leaky faucet or a broken air conditioner.

In other situations, the landlord might repair or replace only major appliances but leave the tenant responsible for everything else. And then there are agreements where the tenant is responsible for all the costs of repairs and maintenance. There may also be stipulations about the maintenance of the yard or outside areas.

As you can see, it's imperative that you read the lease to determine your landlord's responsibilities—as well as yours—when it comes to repairs and maintenance issues. Make sure you're clear on who pays for what, who arranges service calls, and the amount of time you and your landlord have to address any issues.

Pet Policy

If you have a pet, read the lease to find out if animals are allowed, and if so, whether there are any size or breed-specific restrictions (some rental properties allow most dogs, but not pit bulls, for example).

You might be required to pay a “pet deposit” that may or may not be returned once you move out (assuming no pet damage). Sometimes the “pet fee” is nonrefundable because it is used for treating the space for fleas and deodorizing and shampooing the unit's flooring and upholstery after you move out.

In some cases, you might also pay “pet rent,” a monthly or yearly fee tacked on to your rent to cover normal wear and tear from pets.

If the lease contains a no-pets clause and you violate it by bringing a furry friend into your unit, the landlord generally has the legal right to evict you. A no-pets clause cannot be added to a lease once it's signed, however, so your landlord can't change the pet policy in the middle of your lease.

House Rules

The lease should describe the acceptable use of the property (e.g., “The premises shall be used exclusively as a private residential dwelling for the tenant and his immediate family only”), plus any policies for things like:

- Maximum occupancy
- Quiet hours
- Overnight guests
- Parking and storage
- Smoking

- Landlord right of entry
- Granting access to maintenance workers
- Property alterations
- Long absences (on your part)
- Insurance requirements
- Eviction

Early Termination

The lease should explain what you need to do before moving out. How much advance notice is required? What type of cleaning are you responsible for? The lease should also state your options if you have to move out before the lease expires.

Can you sublet the property, for example? If so, are you required to find the sublet tenant, or is that the landlord's responsibility? What are the penalties for breaking the lease if you can't find someone to sublet?

3. Tell Your Landlord You're Moving Out



If you're coming to the end of the term of your rental lease, your landlord is expecting you to do one of two things: Sign a new lease or move out. If you are choosing to do the latter, though, you must still communicate your intentions to your landlord in writing. After all, a lease is a legal contract.

Yours likely indicates you are required to submit to your landlord a letter known as a notice to vacate. Read on to learn more about how to write and when to submit this simple yet important document.

What Is a Notice to Vacate?

A notice to vacate is a letter written by a tenant to a landlord, stating that they will not be seeking to renew their lease at the end of the lease term.

The letter usually indicates why the tenant is moving out and when they will vacate their apartment. It also includes the tenant's cell phone number, email address and a postal forwarding address so the landlord can remit the security deposit, if applicable, as well as remain in touch should there be any questions or concerns after the tenant vacates the premises.

When Should I Write My Notice of Intent to Vacate?



Typically, you'll want to write your notice 30 days before you move out of your rental. This will give your landlord enough time to find a new tenant. Although one month is the standard amount of time to give notice, the terms of your lease may require more or less time. Make sure to check the lease agreement to ensure you can vacate without any issues.

Why Should I Write a Notice of Intent to Vacate?

The main reason you'll want to give your landlord notice is so you don't violate your lease agreement. Checking whether your lease requires notice of intent to vacate will protect you from any legal trouble. Moving, especially long-distance moving, is already a stressful process—reading over your lease agreement before you leave can help prevent any hiccups.

Additionally, giving your landlord notice will give them plenty of time to find a new tenant for their rental property, and this courtesy can go a long way in maintaining a positive relationship. In the future, you may need letters of reference from former landlords to move into new rental properties.

Tips for Writing Your Notice of Intent to Vacate

While writing your notice, keep in mind that this document is legally binding. There are a few main things you'll need to include in your letter to make sure your landlord has all the information they'll need and to protect yourself against any legal issues that may arise in the future.

First, you'll want to focus on important dates. Your notice must include the following dates:

The date you're submitting your notice

The date you're vacating



You'll also want to include your name, your landlord's name and your current address so that there's no confusion over who's moving out of what rental unit. Your letter should clearly state your intent to vacate in 30 days, or however much time you and your landlord agreed upon in your lease. You'll also want to provide your contact information as well as

your new address—this information will allow your landlord to get in touch with you should any problems arise and to forward you your security deposit.

Keep in mind that your notice to vacate won't be the last contact you'll have with your landlord. They'll likely want to perform a walkthrough of the apartment to evaluate it for damages. It's another reason to maintain a positive relationship with your landlord—you'll have to interact with them multiple times during the move out process, and staying on good terms may mean you'll receive back a greater portion of your security deposit.

Step by Step Guide to Writing a Notice to Vacate

1. Read Your Rental Agreement

Rental agreements are required reading before you sign them, but it's equally important to read them when you're getting ready to end them, too. The moment you think you might be moving, read your rental agreement to learn the window of time you have to inform your landlord of your intent to vacate at the end of the lease term.

Are you moving out sooner? Keep in mind that if you are vacating with months to go on your lease term, you'll likely have to pay a penalty—this is for the landlord to recoup rental income loss in case they cannot rent out your apartment soon after you vacate it.

2. Put Your Notice to Vacate in Writing

Even if you have had a conversation with your landlord about moving out at the end of your lease, you should still put your notice to vacate in writing and send it to them. This is to avoid any misunderstandings; it is easy to dispute a conversation between two people, but not a letter shared between the same parties.

3. How to Deliver the Letter

In the digital age, you might be wondering if you even need to print out your notice of intent to vacate on paper and mail it, or whether email will suffice. While email is an acceptable form of professional communication, you should still confirm with your landlord which is the best method of correspondence to reach them. If it is by email, send the letter as an attachment, not in the body of the email. This way, the landlord can easily print or save the letter for their records separately from their email inbox..

4. Keep Records

This could be as simple as making a copy of the letter you've mailed or saving the email you sent to the landlord. To save time digging through the sent folder in your email—and to have some assurance that the email was indeed sent—add your email to the CC or BCC field of the email. Then, when it pops up in your inbox, you can flag it for future reference.

What Happens If You Don't Give Your Landlord Notice?

Should you fail to give your landlord notice, you may be in violation of your lease agreement. This may lead to fines and penalties—for instance, you may be on the line for an additional month of rent depending on the terms of your lease.

Where you may really get into trouble is if your lease renews for a year at a time. Failing to give notice before a year-long lease renewal may leave you legally liable for an entire year of rent. Your landlord may also take the entirety of your security deposit.

If you're planning to move, but are unable to give 30 days notice before your lease renewal, talk to your landlord as soon as possible and explain your circumstances—it will allow them to find a new tenant, and they may be lenient if they know you've done your best to give them notice.

If you're breaking your lease to vacate the rental unit, be prepared to incur financial penalties. Breaking a lease can cost months of rent as well as your security deposit. Avoid this option if possible and wait the lease out. If you must break your lease, give your landlord as much notice as possible and explain why your situation requires you to break it.

4. What property managers really look for in a rental inspection



A couple of times each year, I get an email from my property manager letting me know she's "dropping by soon" for an inspection.

What it feels like she's saying is: "I'm coming over to see the way you live and judge you."

Property inspections are just part of the game when you rent, but even if you're used to them, it can be tricky to know how to prepare for one.

We asked you what worries you the most when an inspection is coming up, and put common questions to industry experts. Here's what they said.

Myth 1: It's to see how tidy I am

"We're not playing the role of the parent, we're not checking to see if you tidy your room," says Rob Edwards, the managing director of a property management company in Canberra.

"When we're inspecting, we're looking to ensure the property is safe, first and foremost, and then we're looking for anything that needs maintenance or could create or cause damage to the property," he says.

Inspections are also a chance for property managers to update the landlord about any issues, such as worn carpets, so they can budget/prepare for it.

If your main concern is how clean your place should be for an inspection, you're not alone, says Sydney property manager Matthew Geftakis.

"The only question people ask me is: 'Do I have to have it tidy?'" says Mr Geftakis.

"Many owners don't mind if you're not tidy; their primary concern is damage."

Mr Geftakis adds that it's worth remembering inspection reports usually end up going to the landlord, with photos, and it's in your best interest to have the place looking tidy.

"If you really love the place and want to stay in it, you'll look after it," he says.

NSW Fair Trading recommends tenants keep the property in good nick and in a reasonable state of cleanliness, and at the very least to the same standard they received the property in.

Myth 2: If I raise a repair issue, they'll think I'm to blame

A rental inspection is an opportunity to highlight parts of the property that need maintenance or repairs.

I often worry that if I raise a maintenance issue with my agent or landlord, I'll be blamed for it and be slogged with a bill I didn't expect.

"In many instances of repair, it's not the tenant's responsibility to fix," Mr Geftakis says.

"However, you have a duty of care as a tenant to report issues in a property."

If there is something that needs repair that is your fault (an unintentional hole in the wall, a stain on the carpet, scratched floor boards), it's best to report it straight away.

Your property manager is more likely to reach a compromise with your landlord around the repairs than if you were to try and conceal it, he says.

According to a spokesperson from NSW Fair Trading, landlords aren't obliged to fix everything. They only need to keep premises in a "reasonable" state of repair considering the age of the property, the amount of rent being paid and the prospective life of the premises.

The rules can differ slightly in each state so ensure you check the legislation in your state.

Myth 3: My landlord can inspect their property whenever they want



According to NSW Fair Trading, tenants have the right to privacy when renting. A landlord, agent or anybody else acting on their behalf can enter the property if the appropriate notice is provided.

For ordinary repairs or maintenance, your property manager or landlord needs to give a notice period.

"If an urgent repair is required, such as installation or repair of a smoke alarm, fixing a burst water pipe, a gas leak or a blocked toilet, no notice needs to be given to the tenant," says a spokesperson from Fair Trading NSW.

Notice periods and how often your property manager or landlord can inspect your property differ slightly in each state. For more information, you can always check your lease agreement.

"One of the murkier aspects which isn't currently spelled out in the legislation is what counts as an inspection," says Leo Patterson, a senior policy officer at the Tenants' Union of NSW.

"Some landlords who live nearby might do a drive-by inspection where they just cruise past the front of the house in Canberra, and you get a note a couple of days later pointing out some things to fix up, and the status of that drive by is unclear.

"There are a range of types of inspections, so it's important to ask, 'Is this a general inspection, or are you coming to inspect the repair I reported a month ago?'"

Myth 4: If I fail an inspection, I'll be asked to leave

Mr Patterson says that when it comes to inspections, it's not really a case of pass/fail.

"The purpose of an inspection is to check whether you're breaching the agreement in some way," he says.

If the property isn't being cared for as per the lease agreement, then the tenant may be in breach.

"If you are doing something like running a meth lab in your property, then yes, that's a breach of your agreement," Mr Patterson says.

"And you'll probably be asked to leave."

But if the breach is minor in nature, such as failing to water or maintain the garden and lawns, for example, in most cases you'll be given time to remedy the breach without any repercussions.

Myth 5: I'm not sure whether it's best to stay or go

Finally, when it comes to whether you should be at the property while it's being inspected or nip out for a bit, the answer is simple. It's up to you, says Mr Geftakis.

Some people feel more comfortable being present, while others want to be out of the house in Canberra.

Mr Edwards agrees and says he doesn't mind if tenants are present or not.

"Happy with either, it's purely the [tenants'] choice," he says.

But even if your preference is to be there, it's not always practical, especially if the inspection is during work hours.

Mr Edwards says tenants are usually given plenty of notice to make alternative arrangements.

5. How to Clean Before Moving Out



Moving out of an apartment can be a hard task: finding a new place, arranging transportation, and packing up all your belongings is hard work when all you want to do is get settled in your new home. Making sure your apartment is clean might be one of the most important tasks of all, because a thoroughly-cleaned apartment means you'll get your security deposit back. Go through your apartment room by room and clean every small space and appliance to ensure a smooth move and a full deposit returned.

Cleaning the Kitchen

Clean the oven and stove. Buy one or two cans of oven sprayable cleaner and read the safety directions carefully, as many oven cleaners require protective equipment (gloves & goggles) and strong ventilation. Place newspaper in front of the oven, slightly underneath the door or

drawer, to protect your floor from dripping cleaner. Evenly apply both cans to the inside of the oven, the grates, and the broiler sheets.

Clean up the stove. Use an abrasive cleaner and tough sponge to scrub at any spots on the stovetop. For stubborn spots, spray some oven cleaner and let it sit. Clean the vent above the stove and be certain that the light bulb in the overhead hood is in working condition. Using a sponge and paper towels, wipe down all surfaces. Rinse with clean water.

Disinfect the dishwasher. Pull out the bottom rack and clear out the drain area. Empty the dishwasher, then fill a dishwasher-safe cup with vinegar, place it on the top rack and run a cycle with the hottest water setting. This will sanitize and wash away grime in the dishwasher, as well as remove any odors.

Use a rag and cleaning spray to clean drawers and counter surfaces. Unplug and remove all appliances and items left in the drawers. Make sure to get into the corners of drawers and countertops.

Wash out the sink. Use a gentle soap, soft cloth and warm water on the faucets, drain and outer rim. Run hot water down the drain. Use a toothbrush to scrub around the edges of the sink.

Remove all the food from your refrigerator. Give away food that will go bad, like milk or meat, to a neighbor, and store or throw away the rest. This will allow you to defrost and clean the refrigerator without anything in the way.

Unplug the refrigerator and let it defrost. Pad the inside with newspapers or towels and lay some on the floor around the bottom of the refrigerator to catch any water runoff. Let refrigerator and freezer defrost for several hours and dry the interior completely before you start cleaning it to prevent mold from growing.

Clean the freezer. Use a rag or sponge with soapy water to clean the interior and the rubber door seal. Wipe it down one last time with a clean rag or paper towel.

Clean the refrigerator. Scrub down the exterior, starting on the top and working down. Pull out the refrigerator shelves and wash them with soap and water, leaving them out to air-dry afterwards. As the shelves are drying, clean out the interior of the refrigerator with a clean rag.

Cleaning the Bathroom

Wipe down the walls, counters and ceiling with all-purpose cleaner. Use a damp rag or sponge, or a mop if you have trouble reaching into high corners. Use a stepstool or ladder if necessary.

Scrub the shower and tub. Use a cleanser or cleaning powder and elbow grease, starting at the top of the shower or tub and moving down to the floor. If you have tile on the floor of the shower, use a toothbrush and cleaning agent to scrub down the grout. Clean out the drain with a drain claw or chemical drain cleaner.

Clean the drawers, mirrors and windows. Remove any toiletry items still left inside the cabinets or vanity and wipe the areas clean with a damp rag. If you have lots of small pieces of grit or dirt, try using a vacuum hose. For the windows and mirror, use a window cleaner and a clean rag to get rid of any water stains or dirt. Remember to clean in the window tracks as well.

Clean the toilet. Put on clean rubber gloves and wipe off the exterior with a damp, hot sponge. Squirt toilet cleaner along the inside of the toilet's rim and scrub down the bowl with a toilet brush. Flush it all down when you're done.

Wash the bathroom sink. Use a gentle disinfectant spray and a soft rag, or clean a ceramic sink naturally with a bit of lemon juice or vinegar. For tougher stains, shake some baking soda onto the area and scrub it gently with a sponge.

Mop the floors. If your bathroom is small, clean the floor by hand with a wet rag. If it's larger, use a small mop. To get into the grout between the tiles, use a toothbrush or small brush.

Cleaning the Bedrooms and Living Room



Wipe down ceiling fans, furniture, and walls. Use a disinfecting spray and a rag to dust off ceiling fans and the tops of doors and windows, and clear out any cobwebs you see. To clean painted walls, use a damp rag and wipe lightly to avoid damaging the paint. Use a ladder or stepstool if necessary.

Wash the windows. Open them up and clean the tracks first, spraying with an all-purpose cleaner and using a sponge to get into the crevices. Close the window, then spray a window cleaner and wipe down with a paper towel repeatedly, until the towel comes back clean. Finally, wipe the surface once more with a clean, dry towel to avoid making streaks.

Clean the window blinds by soaking them in warm, soapy water. Remove the blinds and place them in a bucket or sink of warm water with dish soap. Let them sit for half an hour, then drain the water, rinse them and hang them to dry. This will save you the effort of cleaning the blinds by hand.

Clean the floors if you're done using the room. Spot clean tough stains with a spray-on carpet cleaner first, then vacuum if you have a carpet. Use a broom and mop or damp sweeper for hardwood or tile. This doesn't need to be done by a professional cleaning company unless your apartment complex requires it.

Cleaning the Exterior



Remove any items you've left outside. This might include hanging decorations like chimes or bird feeders, children's toys, or personal deck chairs.

Cut the grass and pull the weeds if you have a yard. If you finish cleaning the interior of the house early in Canberra, focus on the yard, cleaning up fallen leaves and pulling any large weeds. The inside of the house should be your priority, but you'll get bonus points from your landlord for taking care of the yard as well.

Sweep and hose down the porch or balcony. Scrub porch steps with soap and a heavy-duty brush.

Sweep out your garage. Remove any remaining items stored there and sweep the ground thoroughly. Open the garage door and spray down the floor, aiming your hose toward the open garage door than the house.

5.1. What To Expect From Your End Of Lease Cleaning Company?



Are you shifting homes in Canberra and want to ensure you fulfil all your obligations as a tenant before you leave? Then you must make sure you pay your rent on time, complete your dues and keep your rental property in good condition. When you complete these duties and obligations, your landlord will inspect your home and return the bond you paid when you first moved in, which was a form of a security deposit to maintain your rental home.

In Canberra, your rental bond can be up to four weeks' rent and must be lodged with the ACT Revenue Office. At the end of your tenancy, you can claim a refund for this bond, but your landlord can contest this claim because you damaged the property.

Thus, it is important that before you leave your rental home, you need to do a thorough cleaning and follow a checklist to make sure there are no damages and dirt and grime present.

You can always hire end of lease cleaning Canberra experts for the same, as they are well-trained in deep-cleaning your home and will help get your bond back. If you are still wondering how this works, here is what you can expect from your end-of-lease cleaning company:

What Is End-Of-Lease Cleaning

First, it is important to see what an end-of-lease cleaning is and what it entails. An end-of-lease cleaning in Canberra is an intensive and thorough cleaning of each corner of your home to remove any damages and dirt so the property can be ready for new tenants. Once you have completed this end-of-lease cleaning, your landlord will check the property and return your bond if satisfied.

Thus, it is important to do this end-of-lease cleaning in a highly organised and orderly fashion or, better yet, hire end-of-lease cleaning professionals in Canberra who provide quality and timely services. Here are some things you can expect from these end-of-lease cleaning companies:

What To Expect From End-Of-Lease Cleaning Companies



1. Ensure That You Get Your Bond Back In Full

Your end-of-lease cleaners follow industry standards and REIACT cleaning checklists to ensure you fully get your bond back. These experts will study your conditional report that shows how your home was at the beginning of your tenancy. They will then use their best tools and solutions to clean every nook and corner of your home and restore it to its former glory. You must make sure your cleaning professionals take photos before and after the cleaning as proof to show your landlord.

2. Provide Detailed Cleaning Of Your Rental Home

It is a good idea to hire an end-of-lease cleaning company in Canberra with years of expertise, as these professionals know how to provide detailed and meticulous cleaning of your rental home. These experts will scrub your toilets, wipe away grime from your windows, steam clean your carpets, vacuum your floors and shine up your mirrors to make your rental home look brand new.

Tip:

Here are some tips on how to hire the best cleaners in Canberra.

3. Have Advanced Tools And Cleaning Solutions

In an end-of-lease cleaning, you can expect your cleaning staff to work around the clock to spruce up your home using the most advanced tools and cleaning equipment. Each staff member is also trained and verified by the police to ensure that they will do their job safely and professionally. Most cleaning companies will also provide protection value insurance for your items to cover anything in case it gets damaged during the cleaning.

4. Tailored Cleaning With Organic Products



Besides advanced tools, end-of-lease cleaners in Canberra also use organic products that are eco-friendly and environmentally sustainable. These professionals scrub and clean your rental home with natural solutions like baking soda and vinegar, which do not leave any toxic fumes and thus promote good indoor air quality in your rental home. These experts also use biodegradable products that leave no carbon footprints and are thus good for the ecosystem.

5. Free Recleaning Within 72 Hours

If you have hired good quality and experienced end-of-lease cleaning services in Canberra, you can expect that they will do a thorough and good job and meet your landlord's expectations. If your landlord is still unsatisfied, these cleaning professionals will do a free re-clean within 72 hours to ensure you get your bond back and your home is spotless.

6. Budget-Friendly Packages That Are Tailor-Made For You



Experienced and trustworthy cleaning companies in Canberra will provide you with a range of tailor-made packages for your home. These cleaning experts will first ask you about your home and what needs to be cleaned and will then provide you with an upfront non-obligatory quote. These experts know your moving expenses and costs and will only charge you according to what services you need and include in your cleaning and will provide you with the most budget-friendly options for your rental home.

Tip:

If you are planning on doing this bond cleaning by yourself, here is how to clean a house at the end of a lease in Canberra.

6. Request a Bond Refund



A request for a refund of a bond is usually made after the completion of a tenancy. Lessors, agents and/or tenants can request the refund. Once the refund has been processed and released from the Rental Bonds Office, the refund is deposited into a nominated account.

Refund requests can be made before a tenancy has been completed if:

- the application is signed jointly by the lessor and the tenant;
- the application is signed by the lessor to be paid to the tenant;
- the application is signed by the tenant to be paid by the lessor; or
- the Australian Capital Territory Civil & Administration Tribunal (ACAT) orders the full, or part of the bond be paid to either party.

Disputes

Disputes where a lessor or agent are claiming part or full bond

The ACT Rental Bonds office on application by either lessor or tenants will refer a dispute between lessor/agent and tenants to the ACT Civil and Administrative Tribunal (ACAT).

Disputes in relation to co-tenant refunds



Co-tenant changes may lead to disputes between co-tenants regarding if, and when, a person should have been added or removed from a bond, the ACAT can decide on disputes relating to co-tenants. Tenants can apply to the ACAT directly or ACT Rental Bonds can refer a dispute between co-tenants to the ACAT if requested. If a tenant is not listed on a bond held the referral will be independent to the bond held, until the ACAT notifies the ACT Rental Bonds office by Tribunal Order.

Who can go to ACAT?

Both landlords and co-tenants can apply to ACAT to resolve a tenancy dispute. Under the new laws, co-tenants can apply to ACAT to resolve a dispute between co-tenants (so long as the dispute is related to the tenancy agreement). The factsheet, Disputes in Relation to Co-Tenancies, outlines the dispute resolution processes if disputes do arise.

Conclusion

In conclusion, the end of a tenancy demands a collaborative effort between tenants and landlords. Clear communication, adherence to lease agreements, and a commitment to fair assessments ensure a seamless transition. By addressing responsibilities, conducting inspections, and resolving any outstanding matters amicably, both parties contribute to a positive conclusion of the tenancy. This not only fosters a good landlord-tenant relationship but also facilitates the return of the security deposit, leaving all involved parties satisfied with the end-of-tenancy process.

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