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# THE RENTING BOOK:

## A GUIDE TO YOUR RIGHTS AND RESPONSIBILITIES AS A TENANT



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## **Abstract**

Renting a home is a great option for people looking for flexibility, and it makes more financial sense than buying a home for some people. Rental prices are on the rise in many areas, but so are home prices and mortgage payments. Plus, renting usually comes with less maintenance responsibility and commitment.

Just because you're living in a home you don't own doesn't mean you have to relinquish all of your rights as a tenant, however. Many laws are in place to protect renters as well as landlords. This guide will explain renter's rights and responsibilities along with other valuable advice and resources.



## **I. Getting Started**

This is an essential handbook that provides tenants with a comprehensive understanding of their rights and responsibilities in the realm of renting. Covering various aspects of the tenant experience, this guide empowers individuals with knowledge on finding suitable rentals, understanding lease agreements, protecting tenant rights, fulfilling obligations, handling maintenance, and dealing with landlords. By presenting clear and practical information, "The Renting Book" ensures tenants can confidently navigate their tenancy, fostering a harmonious and informed relationship between tenants and landlords. This guide serves as a valuable resource for tenants to

make informed decisions and create a secure and satisfying living environment throughout their rental journey.

## **II. Reasons Renting Is Better Than Buying**

A lifelong goal of many people is homeownership. Although homeownership is high today, it wasn't always the case. Historically, families either needed to build their own homes or rent a home from someone else. While both renting and buying have their financial advantages, owning a home isn't right for everyone. In this article, we explore the reasons why renting makes more financial sense than owning a home.



- **No Maintenance Costs or Repair Bills**

An advantage renters have over homeowners is that they have no maintenance costs or repair bills. When you rent a property, your landlord is responsible for all maintenance, improvement, and repairs. If an appliance stops working or your roof starts to leak, you call the landlord, and it gets fixed. Homeowners, on the other hand, are responsible for all home repairs, maintenance, and renovation costs. Depending on the nature of the repair, it can get quite costly.

- **Access to Amenities**

Another financial benefit to renting, over buying a house of your own is having access to amenities that would otherwise be an enormous expense. Luxuries such as an in-ground pool or a fitness center come standard at many mid-scale to upscale apartment complexes with no additional charge to tenants. If a homeowner wants to match these amenities, it would likely cost thousands of dollars for installation and maintenance. Similarly, condo-owners need to pay monthly fees to pay for access to these amenities.

- **No Real Estate Taxes**

One of the major benefits of renting versus owning is that renters don't have to pay property taxes. Real estate taxes can be a hefty burden for homeowners and vary by county—the costs can be thousands of dollars annually. Although property tax calculations can be complex, they are determined based on the estimated property value of the house and the amount of land. With newly built homes getting larger and larger, property taxes can be a significant financial burden.

- **No Down Payment**

Another area where renters have a better financial deal is the upfront cost. Renters might have to pay a security deposit equal to one month's rent. However, when purchasing a home with a mortgage, you're required to have a sizable down payment—typically 20%.

Although the exact amount renters need to pay upfront varies from case to case, the total amount is significantly less than the downpayment to buy a house. For example, with a 10% deposit on a house that has a market value of \$200,000, the buyer would have to put up \$20,000 before moving in, and with 20% down, \$40,000 would be needed. For those who don't have the savings to come up with a downpayment for buying a home, they might be better off renting.

- **More Flexibility for Where to Live**

Renters can live virtually anywhere while homeowners are restricted to areas they can afford to buy. A home in the city might be out of reach for most home buyers, but it might be doable for renters. Although rents can be high in areas where home values are also high, renters can more readily find an affordable monthly payment than homebuyers.

- **Decreasing Property Value**

Property values go up and down, and while this may affect homeowners in a big way, it affects renters substantially less, if at all. The home value can impact the amount of property taxes you pay, the amount of your mortgage, and more. In a rocky housing market, renters are not as adversely affected.

- **Flexibility to Downsize**

In today's economy, many people struggle to make ends meet. By renting, citizens have the option to downgrade into a more affordable living space at the end of their lease. Flexibility to downsize is especially important for retirees who want a less costly, smaller alternative that matches their budget. When you're a homeowner, it's much more difficult to break free of an expensive house because of the fees involved with buying and selling a home. Also, if a homeowner has invested a significant amount of money in renovations, the selling price might not cover these costs leaving them unable to sell or move.

- **Fixed Rent Amount**

Rent amounts are fixed for the span of the lease agreement (marking them as a production cost). While landlords can raise the rent with notice, you can budget more efficiently since you know the amount of rent you are required to pay. Meanwhile, mortgages that have adjustable rates can fluctuate while property taxes can be increased.

- **Lower Insurance Costs**

While homeowners need to maintain a homeowner's insurance policy, the equivalent for renters is a renter's insurance policy. Luckily for renters, renter's insurance is much cheaper, and it covers nearly everything owned,

including furniture, computers, and valuables. The average cost of renter's insurance is usually \$12-to-\$20 per month. Meanwhile, the average homeowner's insurance policy cost ranges between \$25-to-\$80 per month.

- **Lower Utility Costs**

Although homes can vary in size, they're typically larger than rental apartments. As a result, it's more costly to heat, and even electric bills can be higher. Rental properties typically have a more compact and efficient floor plan making them more affordable to heat and power than a home.

### **III. Things You Should Know Before You Rent A House In Canberra**

If you can't afford buying an apartment, your solution is probably to lease. Though moving to a new apartment can be very exciting, finding a good one to rent could be a daunting task.



There are things you should consider before the big step, so here are our ten picks to make sure you're prepared before you sign your name.

#### **1. Set a budget.**

Consider how much you can afford to pay and follow the "rule" not to exceed 30-percent of your monthly income. Focus your search according to your

budget and though you may be forced to compromise when finding a bigger apartment in a better area, make sure it's worth spending the extra money. If you're looking for a cheaper place to rent, try roommate services to share an apartment, but make sure you know what types of people or habits you'd prefer to avoid.

## **2. Where to search?**

Not going to use a broker's services because of the extra cost the next thing is to look in the newspaper classifieds, apartment hunter publications, college campus bulletin boards or on the Internet. You'll know the rental market much better and will probably get yourself a better deal. Also tell your friends that you're looking for an apartment to rent and maybe they know something in their buildings.

## **3. What to search for?**

Take a sheet of paper and write them down your requirements list. Do you want a quiet building close to school or work, that allows pets and has free parking? How about a dishwasher machine or laundry facilities nearby?

You may also want to visit the neighborhood at various times of the day, night and weekend to see if it's what you expected.

These all count when you decide where to live in for the next few months, if not years.

Because the landlord wants to make sure you're good with paying the monthly rent most of the times, you'll most likely have to complete an application and pay for the application fees or for credit reports. Be prepared.

## **4. The renter's resume.**

Just like a CV for a job application, a renter's resume should include all the information to make you stand out from other applicants and to convince the landlord that you'll be a trustworthy tenant. Personal references, last addresses with landlord phone numbers, your monthly income or a copy of your credit report will make you look good on paper, which you need it.

## **5. What's included?**

It's very important to know if the rent includes heating, water, electricity, cable or Internet connection but more important is to know what are the average utility bills in the building. Ask the landlord if you want to be make sure you won't get crazy numbers on your bills.

## **6. Read before you sign**

A common mistake we usually make is not to read a contract before we sign. Obtain a copy of any rules and regulations, make sure you go through everything and before you sign the lease, check to see if these are mentioned:

- The beginning and the expiration date
- The rental price and information about your security deposit
- What are the reasons for which your landlord can terminate your lease contract
- Are there any penalties for moving out of your apartment before the expiration date?
- Are there any responsibilities on your head for repairs and such?
- Is subletting allowed ?
- See if you have to buy renters insurance, because it will increase you total cost
- Is there a policy about guest visitors?

## **7. Contract issues**

It's a big move so you have to make sure you're covered on every aspect so never sign a lease without seeing the apartment even if it's a bargain. Second of all, our advice is not to sign a contract that has an automatic renewal clause, because you may not know what's going to happen next year. Maybe you change work or move to a new city and a renewed contract would only force you to pay even if you're not living there.



Last thing and a very important if you enjoy privacy, keep away from a lease that gives the landlord unlimited access without notification. Tenants have their rights and a landlord should be permitted without notice only in case of emergencies.

Most important thing when you inspect an apartment you plan to lease (or buy) is not to let the looks deceive you. Look for the “hidden” attributes and if there’s any damage ask for it to be repaired otherwise you may be blamed for it later.

## **8. What to look for**

You like the price, the area is great, but you need to see where you’re going to live. Here are a few things to take a closer look at:

- Pipes – be it gas, water or anything else, check for leaks.
- Sink faucets, shower heads and water – make sure water (both cold and hot) really comes out of the faucets and the shower head and it’s with a decent pressure. Also the toilet has to flush properly and thoroughly.
- Electricity and appliances should all be working. Check if all the lights or other electric devices are operational. Also check the air conditioner and the heater to see if they’re good for anything.
- Walls and windows. Check the windows to see if they open, close and lock properly. Also inspect the walls. The more walls in common (shared with adjoining apartments), the greater the chance of noise from next door.
- Noise. For a student, outside noise may be extremely disturbing and may interfere with learning. If it’s a highly trafficked area you may have problems concentrating and even sleeping.

If everything went smooth, you like the apartment and the landlord likes you, it’s worth trying to negotiate a little bit.

## **9. Know your landlord**

It's very important to know some basic information about the landlord. If it's a management company with thousands of apartments for rent it may be harder to negotiate, but if it's a family and they just need to secure the income each month, you have a green light to close the deal with a small discount.

## **10. Get your deal**

Read the lease carefully and see what applies and what doesn't. If there are things in the lease you may not need or if you're willing to take some responsibilities like cutting the lawn or taking deliveries kindly ask the landlord to lower the rent. Another way could be to offer a longer-term lease or a higher security deposit. A very important aspect of negotiating your lease is to be polite and not give ultimatums because you may get a quick negative answer.

## **IV. Steps To Finding The Perfect Rental Home In Canberra**

Whether you're new to renting or rethinking your current living situation, the process of searching for a rental home can be time-consuming. Roughly one-third of all rent, and while many of them are in early adulthood, many are also families, empty nesters and seniors. Fortunately, there are rentals for all household types and budgets. But to make your search smarter and more efficient, work through the process following these steps:



## **STEP 1: Determine what you can pay.**

Before hunting for a rental, draw up a budget and take a hard look at where your money is going. If you've got some time before hitting the market for a new rental, run the numbers using various services.

Generally speaking, it's recommended that most people spend no more than 30 percent of their income on housing costs. Does that seem doable to you, factoring in debt, commuting and grocery costs, savings and other expenditures? Regardless how you feel about the 30 percent recommendation, many landlords specify income limits -- like that your annual income be a specific multiple of monthly rent, or that your rent shouldn't exceed a specific percentage of your monthly income (say, 28 percent).

Keep in mind that in addition to rent, you'll need to budget for utilities (unless your landlord covers some or all of them), cable and Internet, and other potential extras available to renters such as parking, storage and coin-op laundry. And that's in addition to your fees for moving and furnishing your home -- which, in some cases, could require special furniture (say, long curtains and room dividers in a loft with tall ceilings, patio furniture for a balcony or house with a deck, storage accessories, etc.) to make the place livable.

## **STEP 2: Brainstorm the features you're seeking.**

Beyond a basic bedroom and bathroom count, ask if there are other "nice-to-have" versus essential features:

- Do you want a patio or deck, or access to a backyard or shared outdoor space?
- Do you want a fireplace?
- Do you need a full bathroom, or would a shower do?
- If you're a foodie, do you want a gas stove in the kitchen?

- Will you be setting up a home office, and do you need electrical outlets or a nook within one of your home's rooms where you can place your workstation?
- Would you be willing to live on a ground floor, use stairs or take your chances on street parking?

### **STEP 3: Map your day.**

No, really -- do it. Cross-reference your geographic locations and schedule, and take a look at where you spend your time. Then check out what's available in those locations using tools like PadMapper (which uses mapping technology to plot listings from sites like Craigslist onto maps); HotPads, which offers "heat maps" that let you compare rental and for-sale home inventory across neighborhoods; or MyApartmentMap. What's your schedule like? What neighborhoods do you travel to and from daily or weekly? Do you drive to work, bike to work or use public transit -- or would that vary depending on your choice of neighborhood? What do you do on the weekends, and do you want to live near those places and activities or is it OK to live elsewhere? If you work late, or if you rise early, are there grocery stores and drugstores open during the hours you need to shop?

### **STEP 4: Choose your rental type.**

This step will depend on how long of a lease term you're after and how big of a place you need. Depending on your market and your needs, you can rent a wide variety of home types from a variety of types of landlords. If you're looking for a short-term rental (six months or less), you may want to investigate a sublet (taking over someone else's lease or renting direct from an owner) or corporate housing, which is more expensive but convenient for someone new to an area. For longer-term rentals (typically 12 or more months), you'll find a wide variety of options on listings portals.

### **STEP 5: Tackle the application and approval process.**

You've determined your budget, narrowed down a neighborhood and found a place you want to call home. Your work is almost over, but now it's time for the landlord to determine if you're qualified to rent the property.

## **V. What Are The Tenant's Rights & Responsibilities?**

As a renter, you're bound by the terms and responsibilities in your lease or rental agreement. At the same time, federal, state, and local laws protect you against unlawful landlord practices. Here's what you need to know about your rights as a tenant—under normal circumstances and in the age of COVID.



### **Lease Terms**

When you rent a place to live—whether it's an apartment, house, or condo—the lease or rental agreement that you sign includes the terms by which you are bound, including:

- The term of the tenancy and renewal options
- Names of occupants and limits on occupancy
- Rent price and payment details, including acceptable payment methods and applicable late fees
- Deposits and fees

- Restrictions on disruptive and illegal activities
- Limits on the number, size, and breed of pets
- Repairs and maintenance (who is responsible for what), including restrictions on tenant repairs and alterations
- Landlord's right to access the property and how much notice they must provide before entering
- Requirements on how to communicate between tenant and landlord
- Required landlord disclosures, such as lead-based paint or bedbug history

A lease helps safeguard both the renter and the landlord, but certain tenant rights are protected under federal, state, and local laws. While specific laws vary by state, tenants generally have the following five major rights.

### **1. Right to Freedom from Discrimination**

According to the U.S. Department of Housing and Urban Development (HUD), "The Fair Housing Act protects people from discrimination when they are renting or buying a home, getting a mortgage, seeking housing assistance, or engaging in other housing-related activities."

Numerous prohibited actions constitute discrimination when you rent. For example, a landlord or property manager can't refuse to rent, set different terms and conditions, limit privileges, or evict a tenant based on race, color, religion, sex, disability, familial status, or national origin—these are the federally protected classes.

At the local and state level, landlords can also be prohibited from discriminating against potential renters based on:

- Citizenship
- Age
- Veteran or military status
- Genetic information
- Sexual orientation
- Gender identity or expression

- Source of income
- Criminal history

## **2. Right to a Habitable Home**

All tenants have the right to live in a habitable home that meets building, health, and safety codes. To meet the “implied warranty of habitability,” landlords must:

- Ensure that the basic structural elements of the building are safe and intact.
- Maintain safe electrical, plumbing, heating, air conditioning, ventilating, sanitary, and elevator systems.
- Keep common areas, including stairways and hallways, safe and clean.
- Provide sufficient hot water and reliable heating.
- Ensure that environmental hazards, such as asbestos and lead paint dust, don’t pose a danger (and disclose any lead-based paint if the building was built before 1978).
- Take reasonable precautions against criminal intrusions, such as by installing deadbolts.
- Exterminate rodents and other pests, including cockroaches and bedbugs.

## **3. Right to Privacy**

Even though the landlord owns the property, they can’t access the home whenever they like. That’s because tenants have the right to privacy, and the landlord can enter only for specific reasons. If your landlord must enter the property to check on something or do a repair, they generally must give you advance notice. Most states require landlords to provide at least 24 hours notice before entering, except in the case of emergencies, when they can enter without notice.

## **4. Right to Advance Notice of Eviction**

If your landlord plans to evict you, they must give you adequate notice, usually in writing.

What constitutes “adequate” varies, but it is usually 30 or 60 days, depending on location and circumstances. If you have violated your rental agreement, however, it can be as short as three to five days.

There are two broad types of eviction notices:

- For cause: Landlords use this type of termination notice if the tenant has done something wrong or is against the lease terms, such as not paying rent or damaging the property.
- Without cause: In some regions, landlords can use a notice to vacate to end a month-to-month lease when the tenant hasn’t done anything wrong. Landlords generally can’t terminate a fixed-term lease unless they have just cause to do so.

If you receive an eviction notice, you have a few options:

- Move out by the date stated on the eviction notice
- Make amends with the landlord—for example, catch up on missed rent payments or find a new home for the dog—and continue the lease
- Do nothing and prepare for a lawsuit

If you do nothing and continue to live in the rental, your landlord will file a lawsuit to evict you (this is usually called an unlawful detainer lawsuit). The court will set a date and time for your hearing or trial before a judge. To win, your landlord must prove you did something that justifies ending the tenancy.

## **5. Right to a Disability Accommodation**

If you have a disability, your landlord must accommodate your needs, within reason, at their own expense. (Landlords must also allow tenants to make reasonable modifications to their unit or common area at their own expense, provided that the changes don’t make the space unusable for the next tenant.) Your landlord’s accommodations should give you an equal opportunity to use and enjoy your unit or common space.

For example, if a tenant uses a wheelchair, the landlord might assign a spacious parking space close to the tenant’s unit. The landlord does not have to accommodate unreasonable requests. If, for instance, a tenant uses a



wheelchair and prefers to be on the third floor of a walk-up instead of the ground floor, the landlord would not be expected to pay to install an elevator.

As a tenant, you have rights that protect you from unlawful landlord practices and help to ensure that your rental home is safe. Keep in mind that while there may be some flexibility in your lease terms, your tenant rights are always non-negotiable. State and city laws vary, so use the HUD website to be sure to find out tenant rights specific to your area.

***Changes to rental laws in Canberra ban no-cause evictions and soliciting rental bids***



The ACT has become the first Australian jurisdiction to remove all forms of tenancy termination without a legitimate cause in a raft of changes that also bans encouraging rental bidding.

The historic ban on 'no-cause' evictions comes into effect on April 1 — and means landlords cannot terminate a renters' lease unless they provide a legitimate reason.

The changes to the Residential Tenancies Act 1997 will also prevent landlords or real estate agents from asking prospective tenants to offer more in rent than what is advertised.

The changes also introduce a minimum standard for ceiling insulation and make it easier to grow food and use a composting system in rental properties.

### **What are considered 'legitimate reasons' to be evicted?**



The banning of 'no-cause' evictions is intended to strengthen renters' rights and security in Canberra.

Under the previous legislation, a landlord could issue their tenant a notice to vacate (NTV) for no reason with at least 26 weeks' notice of the lease termination date.

If it was a fixed-term lease, that date had to be after the end of the fixed term.

But from April 1, 2023, new grounds to terminate a tenancy will be introduced.

Legitimate reasons for terminating a lease under the new laws include if the landlord intends to move into the property or have a close friend or family

member move in or if the landlord requires the property for a non-residential purpose like starting a business.

Tenancy agreements can also be terminated if the landlord intends to sell the property, or if the tenant has engaged in threatening, harassing, intimidating or abusive conduct toward the landlord.

Tenants are still able to challenge an eviction through the ACT Civil and Administrative Tribunal (ACAT), if they believe the termination of their tenancy is not appropriate.

### **Rental bidding must be voluntary**



The other major change to the tenancies act is the banning of landlords and agents from encouraging or asking for rental bidding.

Rental bidding occurs when a prospective tenant offers more money in rent than the property's listed asking price.

Under the previous laws, a real estate agent at an open house could, for example, tell people in attendance that offering more would give them a better chance of obtaining a lease, or even outright ask applicants to offer more.

As of April 1, it will be a strict liability offence for landlords and agents to solicit rent bids, punishable by up to \$800 for individuals or \$4,050 for corporations.

Canberra's already tough rental market tightens

Canberra's notoriously tough rental market appears to have reached new heights.

Rent sign of real estate agency outside an apartment building

Rental properties will also be required to be advertised at a fixed rental rate, meaning one cannot be advertised without a specific price or with a rental range, like a listing of \$550-\$600 per week.

The changes still allow for some flexibility when it comes to the listed price on a rental property, with landlords still being allowed to offer multiple different rent prices depending on specific inclusions at the property.

For example, a property can still be listed as costing \$500 a week unfurnished or \$600 a week with furniture.

The ban on soliciting rental bids however does not stop prospective renters from making them, but they must be offered entirely voluntarily.

**Minimum standards for ceiling insulation**



From April 1, all residential rental properties in the ACT will also be required to meet a new minimum energy efficiency standard for ceiling insulation.

Landlords will have to notify prospective tenants about whether a property meets the minimum standards, or if it is exempt.

If a property does not meet the minimum housing standard, tenants will be allowed to seek a rent reduction, compensation, or end their tenancy.

The law will also now give landlords the right to access a rental property if they need to upgrade it to meet a minimum standard.

It is estimated that over 60 per cent of the ACT's rental properties are already compliant with the standard, meaning they will not require any upgrades.

Unlike the other changes to the tenancy act, this new standard will have a phase-in period extending to November 30, 2026.

Until then, landlords will have nine months from when a new lease is signed for their property to comply with the standard – unless they have an exemption.

This is to allow landlords adequate time to make the required changes in their properties, and to stagger upgrades to avoid spiking demand for insulation and insulation installers around Canberra.

Eligible property owners can access interest-free loans of up to \$15,000 to help bring homes up to standard.

Rental properties that have an existing lease that does not get renewed before November 30, 2026, must still be up to the new minimum standard by that date.

By December 2026, all properties entering the rental market will have three months to comply with the standard unless they have an exemption.

## **VI. End of Lease Cleaning: Ultimate Guide for Tenants**

So, your lease is ending soon, and you need to move out. But before you pack up and head off into the sunset, there's the not-so-fun task of end of lease cleaning to deal with.

As any renter knows, most leases require you to return the place in the same condition as when you moved in – clean and damage-free.

While the idea of scrubbing down an entire place you're about to vacate may not sound appealing, doing a proper cleaning is critical to getting your full bond or security deposit back.

The good news is, with the right end of lease cleaning services, you can have the place spotless in no time.

But over the years, the cleaning industry of the Canberra has witnessed the emergence of several cleaning companies boasting of providing the best services at affordable prices. Thus, it is common to become confused and anxious while selecting a cleaning company especially when you are at the end of tenancy and have to get the rented property sanitised for getting your rental bond refund in full.

To ensure the bond clean is performed adequately and professionally, it is essential to choose a reliable company for expert end of lease cleaning in

Canberra for availing the required services. Making the mistake of choosing the wrong cleaning business can cause you to lose your bond, which can be up to four weeks rent.

To avoid any problems with getting a bond refund and moving out successfully, here are 12 questions to ask before hiring a bond cleaning company and ensuring they offer the best services. Have a look.

1. Do You Have An ASIC-Registration?
2. What Are The Company's Reputation And Experience?
3. What Are Their Services?
4. Are Your Cleaners Insured & Bonded?
5. What Are Your Cancellation & Refund Policies?
6. Are The Cleaners Qualified, And Are They Employees Or Hired On Contract?
7. Does The Company Offer Free Quotes?
8. What Cleaning Supplies Do The Professionals Use?
9. Do The Cleaners Offer Complete Bond Back Guarantee?
10. Is A Background Check Done For All The Cleaners By The Company?
11. Does The Company Arrange Re-Cleans?
12. Do Your Cleaners Charge A Call-Out Fee?

To make an informed and correct decision while hiring a cleaning company, it is essential to ask the questions mentioned above. By inquiring and researching you can avoid getting scammed by unregistered or unreliable companies that boast of offering professional end of lease cleaning in Canberra at economical prices.

## **Final Words**

With the guidance of this valuable handbook, tenants can confidently assert their rights and fulfill their responsibilities, fostering a harmonious and informed tenant-landlord dynamic throughout their tenancy.

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