# RENTING A HOUSE? LAWS THAT EVERY TENANT & OWNER MUST KNOW



### ABSTRACT

Before you rent a property (either as an owner or as a tenant), you must look out for certain points that guarantee you a safe transaction. Since the rent rates and such other details vary in each state, here are the guidelines you can follow, as mandated by the Ministry of Housing and Urban Affairs.

### INTRODUCTION

In this pdf, we cover the important laws that are in place to protect both, home owners in Australia, and tenants who rent a house. By knowing these laws, both the homeowner and the tenant will have a clear idea of what is acceptable and what is not, what can be actioned, and what cannot.

### I. Renting a house or apartment

Houses, apartments, rooms, new homes, old homes – whatever rental option you're looking for you'll find plenty in both Melbourne and regional Victoria.

Choosing a house or apartment to rent in Melbourne is an exciting first step of building your new life here.



There are several rules and regulations that you must follow when you become a tenant (renters are called tenants). Those offering a property for rent (called landlords) also have rules and regulations.

#### Housing types, locations and prices

Melbourne boasts an exciting property market with housing options to suit everyone's needs – from beautiful, older Victorian-era and Edwardian-era homes to deluxe contemporary homes. New homes and contemporary apartments are also being constructed all the time.

Whether you're looking to rent in Melbourne or in regional Victoria, you'll enjoy access to properties in a number of styles and sizes. Discover more about Melbourne's suburbs and Victoria's regions.

#### Find a rental property

In Victoria, real estate agents are generally responsible for renting houses and apartments to tenants on behalf of owners. But you can also rent directly from an owner. You can rent a single room in a property or share a house with a group of friends or family – the rental option you choose depends on your needs.

You can find real estate agents in your area through the Real Estate Industry of Victoria's (REIV) agency search tool.

#### What's included in renting a property

Most rental properties do not come with furniture, but will generally include:

- heating
- hot water systems
- light fittings
- stoves/ovens
- carpets
- curtains or blinds
- kitchen cupboards

Many also include air conditioning, dishwashers and built-in wardrobes. Utility costs such as water, gas and electricity can vary from property to property if they're not included in the standard rent price. It's a good idea to check with your real estate agent or property owner about utility costs.

#### How to secure a rental property

Once you have decided on the area you are interested in living in, you will need to secure your rental property. These tips will help show you what you need to do.=

#### 1. Inspect the property

The first step is to inspect the property you are interested in, as real estate agents usually only accept applications from people who have seen the house or apartment. If you are unable to inspect the property yourself, you can send a representative. It is not only important for the real estate agent to meet you (or your representative), but it is also important for you to check that the property is in working condition.



There are three ways to view a property for rent:

- attend an open for inspection held at a specific time
- make an appointment with the real estate agent
- collect the key from the real estate agent's office

If you are attending an open for inspection, you must be prepared to show identification (such as a driver licence or passport).

#### 2. Submit an application

To secure a rental property, you will need to complete and submit an application. The application usually includes details about where you have lived and worked, including your current income. It is also common to request references, so if you have rented before it is useful to bring written references with you to Australia.

#### 3. Sign a lease

Once all parties are happy to proceed with a lease agreement, you will need to sign the lease. This is a legally binding agreement and does not have a cooling-off period (a period of time that allows you to change your mind).

A lease records details such as:

• how long you can live in the house

- how much rent you must pay and when you must pay it
- whether there are any special conditions about your home (such as keeping pets)

Read the lease thoroughly. If you are concerned about any items or have questions, clarify them with your landlord or real estate agent. Any existing issues with the rental property should be agreed upon with your real estate agent and recorded on a rental inspection sheet before you sign a lease.

#### 4. Connect utility services

After signing a lease, you will officially be a tenant in the rental property. Congratulations are in order! It is your responsibility to connect utility services such as electricity, gas, water, telephone and internet.



#### 5. Pay a bond

A bond is a payment made by you that acts as security for the landlord or owner against you in case you don't meet the terms of your lease agreement. For example, if the rental property is damaged while you're staying in the property, the landlord can withhold the bond from you to cover the cost of repairing the damage.

The cost of the bond is generally around one month to six weeks' rent. Your bond is kept by the Residential Tenancies Bond Authority until you move out of the property.

When you move out, the bond you paid will generally be refunded, less any costs incurred for cleaning or repairs that were your responsibility.

### II. Renters guide

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.

#### <u>Bond</u>

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.



#### **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.

#### <u>Pets</u>

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.

#### 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.

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.

#### 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.

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).

#### 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.

#### 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.

### **III.** Australian Landlord Rights Explained

As a first-time (or even a seasoned) property owner, there's a stack of things to get your head around. From meeting your compliance obligations to securing great tenants, getting the basics right is what will help you succeed in property investing.

Out of all the things you need to consider, landlord rights is one of the most important. These rules and regulations explain what's expected of you as a property investor and what responsibilities you have to meet.

By figuring out what landlord rights apply to you, you'll reduce the likelihood of legal action, keep your rental property complaint and make your property investment experience as smooth and stress-free as possible.

#### What are landlord rights and why do they matter?

In a nutshell, rental landlord responsibilities are a set of legally enforceable rules and regulations that apply to landlords across Australia. Enforced at a state level, these rules explain what obligations landlords have to their tenants when renting out their investment property.



The main aim of landlord rights is to keep tenants safe and to prevent property damage and preventable injury. If a landlord is found to be negligent or fails to meet these landlord rights, they may face serious legal and financial consequences.

As a landlord, you need to check what landlord rights may apply to you depending on where your rental property is located. That's because each state and territory has different rules and regulations you'll need to follow.

So, why should you brush up on your rights and responsibilities as a landlord?

- Landlord rights explain your obligations to your tenants: failing to keep your property in good condition or not following relevant property laws can result in your tenants lodging a complaint against you or simply vacating your property (which can take a big hit to your rental income).
- Landlord rights are legally enforceable: breaching your rights and responsibilities as a landlord can lead to major legal consequences. However, by meeting your obligations, you can lower the chance of legal action and avoid the huge costs of court hearings and hiring lawyers.

• Landlord rights keep your rental property compliant: being proactive about your landlord rights and property compliance can help limit your exposure to risk, help you avoid unwanted costs and keep your property in good condition.

Ultimately, taking the time to assess what landlord rights apply to your rental property is what will safeguard your rental income and prevent unnecessary costs and legal action.

#### What responsibilities and rights do landlords have in Australia?

Each state and territory has its own sets of specific landlord responsibilities. These are set out in each state or territory's Residential Tenancy Acts and come into force through each landlord's residential tenancy agreement. So, regulations for rental properties in Sydney will vary from those in Brisbane or Melbourne.

In broad terms, landlords across Australia must meet minimal rights and responsibilities, including:

- Making sure your property's structure and exterior is compliant and wellmaintained
- Checking all utilities (such as gas, electricity and heating) are connected and working
- Ensuring all appliances are installed safely and well-maintained
- Addressing any health risks (such as mould) in a timely manner
- Ensuring you give enough notice to your tenants ahead of inspections
- Adhering to the rules about when and how often you can raise the rent
- Meeting all the duties and obligations listed out in your specific tenancy agreement

#### Landlord rights Victoria

For landlords with Victorian rental properties, your landlord rights are set out and enforced by Consumer Affairs Victoria.



Here's a quick summary of the current landlords rights Victoria:

- **Bond**: landlords can't ask for more than one month's rent as bond or require tenants to pay more than a month's rent upfront (for properties with a rental of \$900 per week or less).
- **Rent increases:** landlords can't increase the rent during a fixed term agreement. If an increase is permitted, landlords must give tenants at least 60 days written notice of the change.
- **Rent arrears:** if tenants are more than 14 days late on rent, landlords can give notice to vacate the rental property.
- **Inspections**: landlords must provide seven day's notice ahead of routine inspections.
- **Repairs and maintenance**: landlords must ensure their rental properties meet the minimum standards prior to tenants moving in. Plus, landlords must pay renters back for the cost of urgent repairs within seven days.
- Ending a tenancy and eviction: landlords must provide a valid reason for asking renters to vacate (such as the sale of property or demolition)

### IV. Ending your lease

This page has information on what to do when you want to end your rental agreement (lease). It includes information on requirements for giving notice if you want to move out when your fixed term agreement ends as well as notices you can give and steps you can take if you want to end your agreement early.



#### Notices to vacate

A notice to vacate is a request in writing from the rental provider for you to leave your rented home. Whilst in some instances if you have received a notice to vacate you can give a reduced notice in return, this page only deals with that reduced notice, not any other information on notices to vacate.

If you have received a notice to vacate please see our Notice to vacate and Eviction pages. In some cases, you can challenge a notice and will not have to leave.

If you are behind in the rent also see our pages on Overdue rent and Financial hardship.

#### Moving out

If you want information on what you need to do to get ready to move out, such as information on cleaning and final inspections, see our Moving out page.

• Breaking your agreement (lease breaking)

If you want to end your rental agreement (lease) before the end of the fixed term, please read the information on this page to see if there is an option available to you under the law that will allow you to end your agreement without having to pay 'lease break' costs.



If none of the options on this page apply to you, you can end your fixed-term agreement early by breaking your agreement. But if you end your agreement this way you may be asked to pay 'lease break' costs.

'Lease break' costs may include loss of rent and fees for advertising and reletting.

#### <u>Mutual consent</u>

A rental agreement can be ended by mutual consent between you and the rental provider (landlord), even if it's a fixed term agreement [sections 91C and 91D].

If you and the rental provider agree that you can move out without giving formal notice and/or before the end of your fixed term, we strongly advise you get the agreement in writing. The agreement should state that you will not be liable for any 'lease break' costs for moving out early and should be signed by you and the rental provider, or their agent. Make sure you keep a copy of the agreement.

#### • Notice of intention to vacate

A notice of intention to vacate is a written statement you give to the rental provider telling them that you want to end your rental agreement and move out.

In most instances a notice of intention to vacate is required if you want to end your rental agreement.

#### Notice at the end of an agreement

When a fixed term rental agreement ends it automatically continues as a periodic rental agreement, such as a month-to-month agreement, until either you or the rental provider give notice to end it [section 91Q].

#### 28 days' notice

If you have a periodic agreement and you want to move out, you need to give a written notice of intention to vacate.

You can also give a notice of intention to vacate if your fixed term agreement is coming to an end but the vacate date in your notice cannot be a date that is earlier than the end of the fixed term [section 91ZA].

#### 14 days' notice

If you have a periodic agreement, and any of the matters in the below list apply to you, the minimum required notice period you need to give in your notice of intention to vacate is 14 days.

You can give a reduced notice period of 14 days if you:

- Need special or personal care and must leave to get care: you will need to include evidence of this with your notice of intention to vacate
- Have received, and accepted, an offer of public housing from the Victorian Government's Homes Victoria or an offer of community housing: you will need to include evidence of this with your notice of intention to vacate
- Need to move to temporary crisis accommodation: you will need to include evidence of this with your notice of intention to vacate

It is important to note that even though you have a right to give a reduced notice period if the rental provider has given you one of these notices to vacate, you may not necessarily have to move out. See our pages Notice to vacate and Eviction for more information

#### Property is unfit, unsafe or unavailable — before you move in

If you have entered into a rental agreement, but have not yet moved in, you can give notice that you are immediately terminating your rental agreement if you find any of the following problems with the property.

- Is not in good repair
- Is unfit for human habitation
- Is destroyed, either totally or to an extent that makes it unsafe
- Is not vacant
- Is not legally available for use as a home
- Does not meet any of the rental minimum standards
- For any other reason is unavailable for occupation [section 91L]

Note that there is a high threshold for terminating your agreement this way. If the rental provider does not agree you are able to terminate your agreement for one of these reasons they may try to claim 'lease break' costs from you.

They may also try to claim 'lease break' costs from you if try to terminate your agreement this way, but they believe you have already moved into the property: for example, if you have started sleeping there.

#### Property is unfit or unsafe — after you move in

If the property becomes unsafe or unfit for human habitation after you have moved in, you can end your rental agreement early by giving an immediate notice of intention to vacate [section 91ZD].

There is no minimum notice period for these sorts of problems. You can nominate an immediate vacate date, or whatever later date suits you.

Again, there is a high threshold for terminating your rental agreement this way. If the rental provider does not agree you are able to terminate your agreement early for one of these reasons they may try to claim 'lease break' costs from you.

#### You need a different property

You can give a notice of intention to vacate to end your agreement early if you need to move to a different property in some circumstances.

You can give the notice of intention to vacate under section 91ZB to move to a different property if you:

- Need special or personal care and must leave to get care: evidence is required with the notice of intention to vacate
- Have received, and accepted, an offer for public housing from the Victorian Government's Homes Victoria or an offer of for community housing: evidence is required with the notice of intention to vacate
- Need to move into temporary crisis accommodation: evidence is required with the notice of intention to vacate
- Have a disability and have asked to make reasonable modifications to suit, but the rental provider has refused – however, see our page on Modifications as you may be able to get modifications done to avoid having to move out.
- Live in special disability accommodation and the rental provider's registration to provide this accommodation has been revoked

### V. How To Prevent Disputes At The End Of Lease?

Preparing a rental property for the final inspection is crucial during the end of the tenancy. Most tenants end up with a dispute due to miscommunication, breach of an agreement, and lack of cleanliness within the premises. According to the Victorian Civil and Administrative Tribunal, the complaints of rental disputes have increased in the past few years. And the majority of tenants lost their bond money due to cleaning conflicts.



Thus, it is good to hire professionals for an expert end of lease cleaning Melbourne. They will take care of your rented property and clean it according to the preapproved checklist. It can help you pass the rental inspection without any issues.

Below is a complete guide on preventing potential disputes at the end of a lease period. Make sure you know your rights and responsibilities as a tenant for a seamless move-out.

Let's Get Started!

Here are some great hacks to help you avoid such situations when moving into a rental property in Melbourne.

#### Read Your Rental Agreement

As a tenant, your primary responsibility is to thoroughly read your agreement before signing the papers. A rental agreement is an official document that includes the details of a tenancy, your responsibilities as a tenant, cleanliness requirements, rental obligations, standards and duties. It may also outline the specific cleaning requirements set by your landlord. Therefore, carefully read it and clear your doubts if raised to avoid miscommunication later on.

#### Take Photos And Videos As Evidence

This is a crucial point that can protect you from disputes or losing your hard-earned bond money. Check the entry condition report before moving into the property. It is imperative to take videos and photos of a property and keep them as evidence in case of conflicts due to property repair and cleaning issues.

This will help you determine damages, dirty areas and other key details. As per the rental laws, landlords can't hold back a part of bond money due to existing damages and normal wear and tear. You can show these photos as evidence in front of VCAT.

#### **Constant Communication Is A Must**

There is no denying that miscommunication can lead to serious issues like disputes. Make sure you have a crystal clear communication set up regarding policies, rules, responsibilities and cleaning aspects. You can have a word with your landlord if case of any doubt during your tenancy. This will help build trust between both parties.



#### Maintain The Rental Property

Make sure you regularly maintain the cleanliness and hygiene of your rented apartment or house. It is good to create a daily, weekly and monthly cleaning schedule to keep dust, dirt, stains, spills and mould at bay. Take assistance from your family- be it kids and partners to clean all areas of the premises.

This includes a kitchen, bathrooms, a living room, bedrooms, a patio area, lawn, etc. Also, vacuum your carpets and upholstery if you have pets at a rental property. Instead of using harsh chemicals, use natural solutions, such as vinegar, baking soda, lemon, and hydrogen peroxide, for daily sprucing chores. Regular cleaning can help identify damages, water leakage issues and mould infestation on time and you can fix it before the situation goes out of control.

#### Pay Rent On Time And Clear All Outstanding Bills

According to the statistics, around 23.7 per cent of tenancy applications include rent issues like outstanding payments and disputes over rent increases. Make sure to pay your rent as per the lease agreement. Also, pay all the outstanding bills before moving out of a rental property to avoid disputes.



#### **Do Necessary Repairs**

Rental disputes can occur due to property damages. So, re-check your condition report and fix the issues that occurred during your lease period. This could include leaky faucets, damaged pipes, broken doors and windows, etc. Call the best handyman in Melbourne and do repairs before the rental inspection. **Tip:** Check and Replace the air filters of your HVAC systems to maintain the indoor air quality.

#### Hire Professional End Of Lease Cleaners

Cleaning disputes are common because landlords can hold back a part or full deposited security. If you want to prevent disputes and want your bond back, book professionals for a detailed end of lease cleaning Melbourne.



- They follow the pre-approved checklist, which covers everything, including:
- Dusting ceiling fans, walls and air filters
- Cleaning windows, blinds and curtains
- Wiping down cabinets, cupboards, shelves and picture frames
- Vacuuming Carpets
- Cleaning kitchen appliances
- De-greasing stovetops
- Cleaning and polishing sink faucets
- Thoroughly cleaning bathroom surfaces (showerhead, glass doors, bathtub, toilet and tiles)
- Patio cleaning
- Sweeping and mopping floors

The best part is that they are equipped with the latest gadgets and tried & tested products to tackle stubborn stains, grime and grease from almost all surfaces. It is good to resolve the dispute through mediation and protect your bond money.

If nothing works, apply to the Victorian Civil and Administrative Tribunal with all evidence materials. They will assess it and make the final decision. If everything goes in your favour, they will return your bond back within two weeks.

#### <u>Tips On Preventing Potential Disputes At The End Of A Lease</u> <u>Period</u>



These are key tips to help prevent rental disputes at the end of a tenancy. Make sure you return the property in a clean state, have clear communication with your landlord and pass the rental inspection without any disagreement.

### VI. Six Ways To Improve Landlord-Tenant Relationships



Investment property ownership comes with regular tenant interactions. While negative interactions may seem to dominate, I've found that it's entirely possible to cultivate healthy relationships between landlords and tenants—and it's good for business, too.

In this article, I'll explore ways landlords and tenants can work together to establish trust, effective communication and reasonable expectations.

Create a dynamic where both parties feel they're getting the best part of the deal.

In the world of real estate, no one should come out on the losing end. It's crucial that both parties feel like they're getting a fair deal throughout the rental agreement.

In light of these findings, here are six ways property owners can create a respectful and mutually beneficial rental agreement:

#### 1. Write a clear lease agreement

First, having a written rental agreement that clearly defines the responsibilities of each party is essential for accountability. This agreement should cover expectations for maintenance and repairs, provide a timeline for fulfilling requests and establish a communication method for reporting repairs.

#### 2. Encourage transparent and timely communication

Transparency is key to building trust and avoiding misunderstandings. As a property owner, it's in your best interest to encourage open communication from your tenant

regarding any property issues. This not only makes your tenant feel valued but also allows you to address issues promptly, potentially reducing repair costs.

Overall, effective communication is crucial for a successful relationship. Poor communication can jeopardize responsibilities for both parties and lead to misunderstandings and resentment. Consider using communication tools that facilitate respectful and timely interactions. A third-party site instead of simple texting, for example, may make it easier to track conversations.

#### 3. Promptly address maintenance issues

When notified of a maintenance issue, make it a priority to address it quickly. A leaky faucet may not be urgent, but a burst pipe certainly is. The faster you respond to property issues, the more likely tenants will be willing to support you in maintaining the property.



#### 4. Respect the tenant's privacy

Respect your tenant's space, especially if is a multifamily property. Provide proper notice before entering the property for inspections or repairs. This will encourage your tenants to reciprocate by only reaching out when necessary and respecting your privacy by contacting you at appropriate times.

#### 5. Be flexible with rental agreements

Flexible landlords who accommodate reasonable tenant needs are more likely to find cooperative tenants. This may involve discussing lease terms, move-in dates, minor property modifications and extended stays.

# <u>6. Establish clear steps each party can take when they encounter difficulties</u>

Lastly, establish a clear path for conflict resolution. While it's important for property owners to protect themselves, tenants should also feel empowered to stand up for themselves. By outlining steps that both parties can take in the event of disagreement, tenants will feel heard and less disadvantaged. Consequently, they'll be more inclined to treat you fairly by maintaining the property, paying rent on time and accommodating your needs as a landlord.

#### CONCLUSION

Being conscious of your rights and duties is important. While you should know about your rights as a tenant or a landlord, you also must invest in property insurance. With the right kind of property insurance policy, you can safeguard your home and/ or building against almost all types of unforeseen damages.

#### **REFERENCES**

Renting a house or apartment | Live in Melbourne, Retrieved 28 June 2024 from

https://liveinmelbourne.vic.gov.au/live/housing-and-property/renting-a-house-or-apartment

#### Renters guide | Consumer Victoria

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

## Australian Landlord Rights Explained | Different, Retrieved 26 June 2024 from

https://different.com.au/blog/australian-landlord-rights-explained/

Ending your lease | Tenants Victoria, Retrieved March 2024 from <a href="https://tenantsvic.org.au/advice/ending-your-tenancy/ending-your-lease/">https://tenantsvic.org.au/advice/ending-your-tenancy/ending-your-tenancy/ending-your-tenancy/ending-your-tenancy/ending-your-tenancy/ending-your-lease/</a>

By Angila | How To Prevent Disputes At The End Of Lease? | Bond Cleaning in Melbourne, Retrieved 31 January 2024 from https://www.bondcleaninginmelbourne.com.au/how-to-prevent-disputes-at-the-end-of-lease/

#### By Daniel | Six Ways To Improve Landlord-Tenant Relationships | Forbes, Retrieved 8 September 2023 from

https://www.forbes.com/sites/forbesbusinesscouncil/2023/09/08/six-ways-to-improve-landlord-tenant-relationships/