

The background of the entire page is a deep purple. It is decorated with various traditional Aboriginal art motifs. In the top left, there are several concentric circles with dots in shades of blue, orange, and red. A large, thick, curved blue band sweeps across the top and middle. To the right, there are more concentric circles, some with a central yellow dot. Below these, there are several stylized, elongated, bean-like shapes in a light brown color, some with small dots. A wavy, greyish-brown line resembling a snake or a river flows through the middle. The bottom of the page features more of the same patterns, including concentric circles and bean shapes, set against the purple background.

Aboriginal Private Rental Assistance Program Booklet

We would like to acknowledge and pay respect to the Traditional Custodians of the lands throughout Victoria. We pay our respect to the Elders past, present and emerging, for they hold the memories, the traditions, the culture and hopes of Aboriginal Australia. We acknowledge that Aboriginal and Torres Strait Islander Peoples continue to live in spiritual and sacred relationships with this country on lands that have never been ceded.

Throughout this booklet the term 'Aboriginal' is used to refer to both Aboriginal and/or Torres Strait Islander Peoples. Unless noted otherwise, the term should be considered inclusive of both Aboriginal and Torres Strait Islander Peoples.

Artwork: Casey Atkinson – The Journey

Casey Atkinson is a proud Bangerang/ Wiradjuri man from Shepparton. He is an avid musician and artist who takes great pride in the works he creates. He has worked in community & youth services for over 15 years in which he dedicated this time to helping achieve positive outcomes for our young people and the community.

Casey's intricate and detailed style incorporates both traditional and contemporary Aboriginal art. Casey works across various mediums including acrylic, spray paint, epoxy resin, woodwork, wood burning and digital media. He approaches each piece individually depending on mood, purpose and background behind the piece itself.

About Journey

Representing the diverse communities across Victoria, and the journey that we're all on. Circles and connecting lines symbolise the different Aboriginal communities who have supported each other for thousands of years. Footprints represent our collective path and place in the world. By living in harmony with Country and each other, we can foster healthy relationships for generations to come.

Aboriginal Private Rental Assistance Program Booklet

Author: Aboriginal Housing Victoria

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The information provided in this booklet is intended as a general guide to assist Aboriginal and Torres Strait Islander renters in understanding private rental processes and rights in Victoria. While every effort has been made to ensure the accuracy and relevance of the content, it is not comprehensive and should not be relied upon as a substitute for professional legal advice.

Aboriginal Housing Victoria (AHV) advises renters to seek appropriate legal counsel or assistance for specific circumstances, particularly regarding tenancy disputes, rental agreements, and issues involving compliance with the Residential Tenancies Act 1997.

For detailed legal advice, please contact legal services such as the Victorian Aboriginal Legal Service or Consumer Affairs Victoria, whose contact details are provided within this booklet.

About the Aboriginal Private Rental Assistance Program

Aboriginal Private Rental Assistance Program (APRAP) empowers Aboriginal communities throughout Victoria by providing *Private Rental* specific housing support.

It helps mob to find or keep their current tenancy by assisting them with information about the private rental market and the housing search process while also offering practical support.

APRAP team members are located around the state and can assist you with the following:

Your property
search

Rental
applications

Attending
inspections
with you

Bond and rent in
advance support

Costs of setting
up your new
home

Understanding
budgets and
managing
common
expenses like
household bills

Supporting you to keep your
current private rental tenancy, if
you are experiencing financial
hardship

More broadly, the team are here to provide support and advocate for you if your tenancy may at risk by providing:

Holistic support to
avoid tenancy
breakdown.

Case planning to
achieve positive
outcomes.

Attending
pre-vacating
inspection with you.

Actively engage with
appropriate
organisations to
address the
underlying issues
that are causing the
tenancy to be at risk.

Advocacy including
providing support at
VCAT, negotiating
agreements with real
estate agents and
supporting renters
whose tenancies are
at risk.

Referral to additional
services, where
required.

APRAP Locations

APRAP is available in four metropolitan Melbourne areas and six regional areas.



Getting Ready to Rent

So, you are thinking of moving into a private rental property, what can you do to get ready? Here we answer some commonly asked questions encountered when looking to enter the private rental market.

Where do I want to live?

The first step in looking for a private rental property is to understand what area you want to live in. This could include considerations like proximity to...

Family

Friends

Work

Public Transport

Health Facilities

Local Schools or kindergartens

What can I afford?

Understanding how much rent you can afford to pay is an important step in your property search. A budget is a helpful tool for understanding your income compared to regular expenses such as, groceries, bills and transport, and one-off expenses specific to moving, including:

Moving Expenses

Bond

Rent in Advance

Utilities like water, gas, electricity and internet and their connection fees

A **bond** is a sum of money, typically equivalent to one month's worth of rent (max), paid by the renter to the rental provider (previously called a "landlord") or the rental provider's appointed real estate agent (who is landlord's representative) at the beginning of a rental agreement. In most cases, a bond cannot be more than one month's rent, however a rental provider can only ask for a higher bond when either the weekly rent for the property is more than \$900, or the Victorian Civil & Administrative Tribunal (VCAT) has set a higher bond for the property.

All bonds in Victoria have to be lodged with the Residential Tenancies Bond Authority (RTBA) run by the Victorian Government, not kept by the owner or agent, for safe keeping. Once you have given the bond money to the rental provider, the rental provider must lodge the bond with the RTBA. You will be asked to accept the transaction by email. Once the bond is lodged, the RTBA will send a receipt to you with the bond number. The bond money is held in trust until the bond is claimed. Keep your bond number somewhere safe. You can use it to search for your bond via [RTBA Online](#).

The bond acts as security that you will meet the terms of your rental agreement. This means that you will pay the rent on time, keep the property - both inside and out - clean and not cause any damage. If you do not keep to the terms of the rental agreement your rental provider may try to claim some or all of your bond when the tenancy ends. The bond is paid back to you when the property is vacated, provided no money is owed for rent, damages, or other costs under the rental agreement. However, if there are issues, the landlord cannot take any of your bond without your written permission or if VCAT decides that you are responsible for any damage to the property, taking into account fair wear and tear, or other costs that you may owe under the rental agreement.

Helpful resources:

- Budget Planner via the [MoneySmart.gov.au](#) website
- Checking your eligibility for the Commonwealth Rent Assistance via the [dss.gov.au](#) website
- Checking your eligibility for a RentAssist Bond Loan via the [housing.vic.gov.au](#) website

What is a rental agreement?

A **rental agreement** is a contract between a landlord and a renter that outlines the terms of renting a property. It includes details like the rent amount, payment schedule, lease duration, and both parties' responsibilities. This agreement helps clarify what is expected and ensures both sides know their rights and obligations.

There are 3 types of rental agreements for residential properties such as houses, units and apartments. Including...

Short Fixed-Term Agreements

A short fixed-term rental agreement specifies a set duration, with rent and terms agreed upon for that period. Short fixed-term agreements are the most common type of rental agreements. They can range from 6 months to 5 years of commitment but are most commonly 6 to 12 months. Both parties are committed for the duration, and early termination usually requires mutual consent or additional costs.

When the agreement ends, and you stay in the rented premises without signing a further agreement, it will automatically turn into a periodic agreement.

Periodic Agreements (month-to-month)

A month-to-month rental agreement that does not have an end date, periodic agreements renew automatically each month and can be terminated by either party with a notice. In the case of the renter, in most circumstances the notice period is 28 days. The notice period for termination by a rental provider will depend on the reason for the termination. In place of the stability of a fixed-term agreement, it offers flexibility for both tenants and landlords, with rent paid monthly and terms outlined in the agreement.

Long fixed-term agreements

Long fixed-term agreements are for more than 5 years and may have different rules governing them including bond top ups, renters installing fixtures and altering the property and breaking the agreement. For more information, visit the [Consumer Affairs Victoria website](http://consumer.vic.org.au) consumer.vic.org.au under Housing and Rental Agreements

What types of private rentals are there?

There are several different types of properties available to rent privately, including houses, flats, apartments, townhouses, share houses, and caravans.

When thinking about the type of private rental you move into, you also need to consider the size of the property that you need including the number of bedrooms and whether or not you want a backyard/outside area.

Where to look for private rentals?

There are many places to look for private rentals. Most typically, private rentals are listed online by the agent, on directories such as Domain.com.au and RealEstate.com.

As well as online, newspapers, local real estate agents, and local noticeboards can all be helpful sources of information.

What is rental history and why does it matter?

Rental history refers to a record of a renter's previous rental experiences, including payment reliability, duration of tenancy, and landlord references.

Rental history can help landlords assess a potential renter's suitability for the property, reducing financial and property damage risk. Rental history also acts as proof to potential landlords that a renter is a suitable candidate for tenancy.

In instances where a renter does not have a history of renting, it can be helpful to provide references and a cover letter with your application to help the landlord see you as the right renter for their property.

Renter databases, sometimes called "blacklists" or "bad renter databases," are records that some landlords and agents use to check renters' past rental history. These databases can affect your ability to rent a home if your name is listed. Listings on these databases can only stay for up to three years, after which they must be removed.

When you apply for a rental, the landlord or agent must:

1. **Tell you about the databases they use.** They should let you know the names of the tenancy database services they check.
2. **Inform you if your name is listed.** If your name comes up during a database search, they must tell you what the listing says.

Why might my name be on a renter database?

You can only be listed on a renter database for specific reasons. These include:

- **Possession orders from VCAT or a court:** If your rental agreement was ended because of unpaid rent, serious property damage, or another major issue caused by a renter.
- **Unpaid debt after a VCAT decision:** If you owe more money than your bond covers and haven't paid it back within three months of a VCAT or court ruling.

What if I believe my listing is unfair or incorrect?

If you think your name is listed by mistake, or if you were listed due to circumstances surrounding **family or personal violence where you were a victim**, you can take steps to fix it:

1. **Contact the landlord or agent** who added you to the database.
2. **Ask for changes to the database record.** They can request the database operator to update or remove the listing.
3. If necessary, seek support or advice from tenant advocacy services.

If you're listed on a renter database and it's affecting your ability to rent, or if you want to know more about your rights, visit

consumer.vic.gov.au/housing/renting/legal-and-dispute-support/renter-databases-blacklists.

There, you'll find detailed information and resources to help you understand and manage renter database issues.

Please also seek information from the Tenants Victoria Family Violence Protection Tenancy Kit -

tenantsvic.org.au/articles/files/resources/Family_violence_protection-tenancy_kit.pdf

If I have children, can they live at my rental property?

Yes. In most situations a landlord cannot refuse to rent a property to you because you have children aged 16 or under. The only reasons a landlord may refuse to rent their property to someone with children is if the property is the landlord's main residence or has a location or design that makes it unsuitable for children. If you believe that a landlord is refusing to rent a property to you simply because you have children, contact the **Victorian Equal Opportunity and Human Rights Commission** on 1300 292 153 or at humanrights.vic.gov.au. Or Victorian Aboriginal Legal Service on [1800 064 865](tel:1800064865)

If I have pets, can they live at my rental property?

Yes, in most cases. Landlords must have a good reason to refuse your request, for example if the property is genuinely unsuitable for your pets. If your pets causes damage to the property, you will have to fix this or pay for it when you leave at the end of your tenancy, just like any other damage.

To have a pet live on the property you are renting you must firstly fill out a 'Pet Request Form' available via the **Consumer Affairs Victoria** website (consumer.vic.gov.au) under Resources and Tools, Forms and Publications. Following submission, the rental provider has 14 days from the receipt, to apply to the Victorian Civil and Administrative Tribunal should they want to refuse the pet being on the property. Ultimately, VCAT listens to both sides at a hearing and decide if you can have the pet.

Navigating renting with a disability

It is against the law to discriminate against you if you have a disability or acquire a disability during your rental agreement. If changes are needed to be made to the rental property the National Disability Insurance Scheme ([ndis.gov.au](https://www.ndis.gov.au)) may be able to assist you with modifications.

In most situations you must ask the rental provider in writing and seek approval before making any modifications. Rental providers should not refuse to make reasonable changes to the property. You must get the consent in writing, and you should consider whether you will be required to remove and restore the premises to the original condition (except for fair wear and tear), or whether the modifications can be left at the end of the agreement. For more information see: [ndis.gov.au/participants/home-and-living/home-modifications-explained](https://www.ndis.gov.au/participants/home-and-living/home-modifications-explained)

Discrimination

Discrimination can occur when you are treated less favourably because of a certain characteristic such as race, religion, age and sexual orientation. In Victoria, it is unlawful to stop somebody from renting a property because of certain personal characteristics, including age, employment, pregnancy and race (to name a few).

All rentals being offered must be accompanied by a statement explaining what discrimination is and steps you can take if discriminated against.

To learn more, read the Statement of Information for Rental Applicants via Consumer Affairs Victoria: consumer.vic.gov.au/library/forms/housing-and-accommodation/renting/statement-of-information-for-rental-applicants.docx

A rental provider must include the information below in a residential rental agreement application form

Top tips

- In addition to bond, you'll need to **pay rent in advance** (up to one month's rent) before moving into your property.
- When looking online for properties make sure to look at the price of different properties to get an idea of the **average rental prices**.
- Before applying for rental properties, **ensure** all your **documentation is prepared**. This may include verification of income, photo identification, references from a neighbour, personal references, and bills you've recently paid on time, like utilities or your phone. Having these ready helps to fill out application forms as quickly as possible.

Applying for a Rental Property

You're ready to apply for a rental property. Here's what you should know, next steps to expect, and where can you find more information to support you on your private rental journey.

After you have inspected a property and decided that you would like to apply to rent the property, you will need to fill out an application form, provided by the agent. The **application form** details your rental history, employment status and verifies your identification to the prospective rental provider. The agent reviews the applications and the landlord selects the most suitable application for their property.

If you were unsuccessful in your application, you can request feedback from the rental provider to explain why. This might help you with your next application.

If you were successful in your application and received an offer to rent the property you will need to sign a rental agreement. Upon signing your agreement, ensure your rental provider provides you with two copies of the signed rental agreement. Keep these safe and refer to them when you need.

Before signing the rental agreement

During the process of looking for a rental property, there are few things that you should be aware of.

Understanding Rent

A rental property must be advertised at a fixed amount (e.g. \$400 per week) and cannot be advertised with the costs listed within a price range (e.g. \$350-\$450 per week).

It is also illegal for rental providers to invite offers of rent higher than the advertised price. This is called rent bidding, and it is prohibited in Victoria. If a property is advertised for \$400 a week, a rental provider cannot encourage you to offer \$450 in order to secure the property.

Rent is usually advertised as a weekly sum e.g. \$400 per week, though your rental provider may request rent payments at a weekly, fortnightly or monthly frequency as set out in your rental agreement.

When the per week rent price is charged on a fortnightly or monthly basis, the calculation adjusts to fit the billing period. Be careful to calculate your rent based on what is in your agreement. While they should be the same, there is often a slight variation that can cause confusion:

ie. If rent is \$1732 per calendar month. To work out how much is paid each month.

$1732 \times 12 = \text{whole year}$

then divide by 365 =

daily rent = \$59.94

$\$59.94 \times 7 = \text{weekly rent of } \398.59

You can use this online rent calculator as a handy tool to better understand weekly or monthly rent calculations:

consumer.vic.gov.au/housing/renting/rent-bond-bills-and-condition-reports/rent/rent-calculator

What are minimum rental standards?

Rental providers have a duty to ensure their rental property meets the rental minimum standards. The minimum standards are rules around the property's locks, bins, toilets, bathroom, kitchen, laundry, structural soundness, mould and damp, electrical safety, windows, lighting, ventilation, and heating.

Before signing a rental agreement, ensure the property meets these minimum standards, if you have any questions around the standard of a property, speak to the rental provider. If the minimum standards have not been met, you can end your rental agreement before moving in or choose to move in and request an urgent repair.

If a property falls below minimum standards any time during a rental agreement, the renter should contact the rental provider or agent straight away to request an urgent repair to meet the standards.

To learn more about the minimum standards and your rights as a renter, visit the **Consumer Affairs Victoria website** (consumer.vic.gov.au) under Housing and Renting.

Condition Report

A **condition report** documents the state of a rental property before and after tenancy. It includes details on the property's condition, noting any existing damage or wear. Both rental provider and renter review and sign it to avoid disputes over damages and ensure accurate security deposit deductions.

Your rental provider must provide a condition report. They must complete their section of the report, sign it and provide you with two copies before you move in. Inspect your property when you first move in, check the appliances, taps, light switches, heating and cooling, doors and windows to ensure everything is working, and add your own notes on its condition, including any damage. It's ok if you disagree with the landlord or agents' comments about the condition of the property. If you don't, this is often taken to mean you agree with the statement. If you can, take lots of photos of the entire property and not just any areas that may be damaged.

Provide a copy of the completed, signed report to your rental provider or agent within five business days of moving in. Make sure you backup your photos for safe keeping because you might need them several years later. It is important to keep a copy of the condition report for yourself as you can reference this document throughout your tenancy, especially when ending your lease.

Keys and security

All external doors and windows in a rental property must be able to be locked or secured. Rental providers must also provide each named renter on the rental agreement with a free set of keys or security device.

Rental providers can only charge a reasonable fee for additional or replacement keys or devices. If the locks are changed by either the rental provider or renter, then new keys must immediately be given to the rental provider or renter.

When you move out of the property at the end of your lease, you must give all keys and security devices back to the rental provider.

Smoke Alarms

Every property in Victoria must be installed with a smoke alarm, this includes all private rental flats, units, housing, and townhouses. Before moving in, your rental provider should ensure that the smoke alarm is installed properly and is working, alongside conducting regular tests, and replacing the batteries as required.

Smoke alarm replacements and repairs are classified as urgent maintenance repairs and as such, must be responded to urgently. If your smoke alarm appears to not be working properly, notify your rental provider straight away. As a renter, you must not remove or interfere with a smoke alarm in any way.

Utilities

Rental providers have certain responsibilities related to the provision and safety of utilities such as gas, water, and electricity.

Whilst payment of regular bills for utilities used is the responsibility of the renter, there are certain installation and upkeep charges that the rental provider must pay for, these include:

Installing and connecting the electricity, gas, or oil supply.

Charges related to water supply (excluding usage),
and sewerage or drainage services.

All charges relating to the pumping out and cleaning of sewerage tanks
(excludes when damage has been caused by the renter).

All costs and charges for the initial installation of fixed internet
and phone line connections, including through the
National Broadband Network (NBN).

Some real estate agents offer a utility connection service to have gas, electricity, water, telephone, and internet connected in your name. Be careful about signing any agreements about utilities. Check the terms and conditions and any additional fees that may apply. There is no obligation for you to use this service and you may end up with a better deal if you shop around and arrange for the utility connections yourself. The Victorian Energy Compare is the Victorian Government's free, independent and easy to use energy price comparison website that allows you to find the cheapest electricity or gas plan for your household: compare.energy.vic.gov.au/

If the rental provider agrees to pay any of your utilities (gas, electricity, water, internet, and phone) then this should be written into the rental agreement.

Lastly, as TVs are not an essential service for rental properties not all properties will be fitted with a TV antenna so make sure you ask before you sign the lease agreement. You may ask the rental provider to install this, but the rental provider does not have to agree.

Top tips

- When meeting with the rental provider or when visiting a potential rental property do your best to **dress smart**.
- It is important to note that you are **not** required to disclose your cultural background, gender, ethnicity, or age when completing any rental agreements or forms or during discussions with a potential rental provider.
- A rental provider **can increase the rent** for their property, but there **are rules** about what they can do. If the rental agreement allows for an increase, the agreement must state how the increase will be calculated and the rental provider must inform the renter using a Notice to Rent Increase Form (available online via Consumer Affairs Victoria). This form must be given to the renter at least 60 days before the increase is due to start. In most cases, rent cannot be increased more than once every 12 months. If you think the rent is being increased too much, you may be able to challenge it : vcat.vic.gov.au/help-and-support/support-services-vcat/koori-support
- Once you have secured a rental property, the Victorian Civil & Administrative Tribunal (VCAT) can help you to resolve any disputes that you have with your rental provider. Their contact number is: 1300 01 8228 or visit vcat.vic.gov.au under Case Types: Residential Tenancies.

During Your Tenancy

You've secured a private rental, great work! To ensure that this is a positive experience for you, refer to the information below, which provides details on what you need to know and where to go for assistance or additional information.

Paying Rent

Your rental agreement must state how much the rent is and how often it must be paid. In signing and entering the rental agreement, you are agreeing to pay rent according to those terms.

Rental providers must provide a range of payment methods to help you pay. Before moving in, you must agree with the rental provider which payment method you will be using.

The rental provider must:

Provide at least one payment method where you don't have to pay a fee (other than your own bank fees).

Allow you to pay rent via the Commonwealth 'Centrepay' bill paying service and another form of electronic funds transfer

Make you aware of any fees that may be incurred by using the agreed payment method

Once a rental agreement has started, rent is due on the agreed date by the agreed payment method. If you are transferring your rent electronically, make sure that you have enough time (at least 24 hours) for the money to go into the rental provider's account. When you start renting, you are usually required to pay rent in advance before you can move in.

Generally, a rental provider can ask for a maximum of one month's rent in advance, **unless**:

Rent is paid weekly, in which case they can only ask for 14 days' rent in advance.

Rent is above \$900 a week, in which case there are no limits up to the full value of the rental agreement.

You must not stop paying rent until you agree with your rental provider on a date to stop.

Renters must keep paying rent even if:

- The rental provider or owner refuses to do repairs.
- It is the last month of the rental agreement.
- You need to pay rent up to and including the date you move out. Any rent you over pay should be refunded.
- You have received a notice to vacate.

While you are responsible to pay your rent on time, there are also some financial resources and services where you can get support. Some of these supports include:

Some community organisations provide bond loans through the Housing Establishment Fund (HEF).

Centrelink's Crisis Payment is available to help people receiving benefit payments who are experiencing difficulties or extreme circumstances. It is a one-off payment equal to one week at your existing income-support rate.

Concessions, which are available to low-income Victorians having difficulty paying their water, gas and electricity bill

If you receive a pension or benefit, then your rent can be deducted from it and paid directly using Centrepay, which is administered by Centrelink.

Rent increases

A rental provider can increase your rent but there are certain rules around how often and how much they can increase your rent by. A rental provider cannot increase the rent during a fixed term agreement unless the rental agreement says this is OK, be sure to read your rental agreement before signing it.

If the rental agreement allows for an increase, the agreement must state how the increase will be calculated.

The "method" by which a rent increase must be determined is not defined by the law. Commonly, acceptable methods include the published Consumer Prices Index, Statewide rent Index adjustment (SRI), or other meaningful methods of comparing similar rental properties on the market that can be calculated.

An example of how the increase in rent might be written into your rental agreement is:

"The next rent increase will be an increase of \$20 per week."

The rental provider must inform the renter using a **Notice of Rent Increase Form**. This form must be given to the renter at least 60 days before the increase is due to start.

A rental provider can only increase the rent at certain times. How often depends on the type of rental agreement, and when the agreement was signed. In most cases, rent cannot be increased more than once every 12 months, even if the rental agreement specifies a rent increase before that time.

For a fixed-term rental agreements (rental agreements that have a defined end date) rent must not be increased more than once every 12 months, and only if the agreement says that the rent can be increased. In periodic agreements (month-month agreements), there are still rules for how often the rent can be increased:

For periodic rental agreements that started before 19 June 2019, the rent can't be increased more than once every 6 months.

For rental agreements that became periodic on or after 19 June 2019, the rent can't be increased more than once every 12 months.

If the rental provider increases the rent, you can:

- Accept the increase
- If you get a notice of rent increase and you think they are asking too much, you can challenge the increase, but you must act quickly and apply for a free rent assessment within 30 days of given the formal notice of rent increase. For more information go to consumer.vic.gov.au/housing/renting
- Tell the rental provider that you would like to end the agreement and leave, known as issuing a notice of intention to vacate.

You also have the right to negotiate the increase if it is unreasonable or they have not met all the conditions and their legal obligations.

Looking after the Property

As a private renter, you have some responsibilities in looking after the property - both inside and out - and ensuring that you keep the premises reasonably clean.

Your responsibilities include:

a. Take reasonable steps to ensure you, and your visitors don't damage the property or common areas.

b. Keep the property reasonably clean

c. Don't make unauthorized modifications to the property without written permission.

d. Report any damage or breakdown of items in the property or safety equipment that is not working. It is best to report this in writing.

e. Use the property in a reasonable manner and ensure you and your visitors avoid causing unreasonable interferences with peace comfort or privacy of neighbours.

Inspections and entry to the property

While there will be times throughout your private rental where the rental provider will need to enter your property for reasons such as inspections and maintenance, you also have the right to peace, comfort, and safety.

For this reason, there are some rules and legal obligations that a rental provider needs to follow.

These rules are related to your rental provider and their agent and when they can and cannot enter the property, including:

The rental provider or their agent can only enter the property between 8am and 6pm on any day except a public holiday.

Entry outside these times is only possible if the renter agrees

The rental provider can enter the property if you are not home, if valid written notice has been given or if you have agreed with the rental provider that this is OK.

Your rental provider might ask you to be absent during a general inspection or when they're showing the property to prospective tenants or buyers, but you are not required to leave.

While your rental provider can enter your home when you are not there if they have been given the correct notification to do so, it is recommended that you are present whenever the rental provider visits your home.

There are also rules about what they can and cannot do when they are on the property, including:

You must let a rental provider onto your property, if they have followed the law and given you the correct amount of time based on the reason, they want to come into the property that they will be entering the property and when this will happen.

The rental provider must compensate the renters where the house is being sold and they are entering the property to hold an open inspection or show the house to a prospective buyer or lender.

A rental provider or their agent can only enter the property for one of the following reasons:

General/routine inspection – inspecting the property to make sure it's in good condition (can only occur during the first 3 months of the rental agreement and a maximum of every 6 months after this).

Repairs or other legal responsibilities.

Showing the property to people who might want to rent or buy it in the future

Having the property valued – showing the property to a professional valuer or real estate agent.

Taking photos or videos – taking photos or making videos to advertise the property

In an instance when a renter has not met their obligations.

Family violence proceedings in VCAT – if required under an order relating to family violence proceedings.

There are rules about how much notice a renter must be given for each of these reasons. For general inspections, having the property valued, and taking photos or making videos for advertising, the rental provider must give a minimum of 7 days' notice.

When the rental provider wants to show the property to renters, buyers, or lenders they need to give a minimum of 48 hours.

For repairs or other legal responsibilities, if they believe the renter has broken their obligations, and for family violence proceedings in VCAT they need to give 24 hours notice.

Maintenance and Repairs

Throughout your tenancy you may run into urgent and/or non-urgent repairs and maintenance issues.

Urgent repairs are defined in the law and include things like broken cooking appliances, toilet, heaters, air conditioner (if one is present), anything that would cause a large loss of water, mould, and anything to render the property unsafe or insecure. If something is not covered by the legal definition of "urgent repair" then it is likely a non-urgent repair.

While a full list of what is considered an urgent repair can be found on the Consumer Affairs Victoria website

(consumer.vic.gov.au/housing/renting/repairs-alterations-safety-and-pets/repairs/repairs-in-rental-properties), below is a list of some

examples:

- The property does not meet minimum rental standards
- 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 (e.g., hot water system) provided by the rental provider.
- A safety-related device such as a smoke alarm
- Any fault or damage in the property that makes it unsafe or insecure.

Altering or Ending a Lease

If both the renter and rental provider wish to continue the current arrangement at the end of a fixed-term rental agreement, it can be renewed. If you are not offered a new fixed term, or do not want a new fixed term agreement, your rental agreement automatically becomes a periodic agreement (month-to-month). Your right to occupy the property doesn't end unless either the renter gives a notice of intention to vacate and chooses to leave, or the rental provider follows the law and issues a notice to vacate for a permitted reason or gets permission from VCAT to end the agreement.

If you are wanting to leave earlier than the end of your fixed term agreement, you should get advice about your options depending on the reason you want to vacate.

However, if you are wanting to change or end your fixed term rental agreement, there are a few things that you need to consider and be aware of. These considerations differ depending on whether you want to end your rental agreement early or at the end of your rental agreement, regardless a conversation notifying your agent that you intend to change or end your lease is required.

If you decide to leave your rental property, you need to deliver a **Notice of Intention to Vacate** either by post, email or hand delivery. The Notice of Intention to Vacate Form can be found on the **Consumer Affairs Victoria** website library of forms, under **Housing and Accommodation**.

There are a few reasons that allow you to end your rental agreement early without having to pay compensation or fees. Some examples include:

The house has become unfit or unsafe for you to live in

You require special and personal care and need to move out of the property to receive this care

The rental provider has breached a compliance order

Family violence – there are considerations given to victim survivors of family violence – for full information visit Tenants Victoria (tenantsvic.org.au) to access the Family Violent Protection Tenancy Kit

The rental provider has refused to make changes to accommodate a disability despite being asked to do so.

You can find a full list of reasons for ending a lease early on the **Consumer Affairs Victoria** website (consumer.vic.gov.au).

Note that each specific reason for leaving a property early also has a specific minimum notice time. For example, if the rental provider has breached a compliance order you are required to give them 14 days' notice before moving out and stopping your rent payments. If the rental provider does not agree to end your lease early despite providing them with one of the approved reasons, then you can apply to VCAT.

Depending on the reason you are wanting to move out, there may be alternatives such as a lease transfer or an application to VCAT to change your fixed term to a periodic agreement or end the agreement where you have experienced an unforeseen change of circumstances that cause you hardship. So if you need to end your agreement early it is best to seek advice.

Moving out

When you want to move out, or the landlord is seeking to evict you and you think there is a chance they might be successful at VCAT to end the agreement, there are some things you can do to prepare.

Make sure you give yourself enough time for the moving out process and make sure you take photos when you are locking up and returning the keys. This is important evidence if there are any disputes.

What if I made changes to the property ?

If you have made any changes to the property such as installing picture hooks, make sure these are removed. The property should be in the same condition that it was prior to any modifications, save for fair wear and tear. Reference your original condition report to understand the standard to meet. Please see the Consumer Affairs Website (consumer.vic.gov.au/), for full details.

If you do not restore the property to its previous condition, the rental provider might make a claim against your bond or make you pay compensation for the costs of restoring the property.

Cleanliness of the property

Consider the cleanliness of the property and make sure that you leave it in a reasonably clean condition. Rental providers and agents may insist renters steam clean carpets or professionally clean the property. If the property is already 'reasonably clean' you do not need to do this, even if there is a clause in your lease that says you must.

What if there are damages?

You are expected to take care of your property and avoid causing any damage, but some damage might occur. There may be damage to the property caused by normal use, this is often called 'wear and tear'. This damage is not your responsibility to fix. You are also not responsible for any damage caused before or after you move out (make sure you take photos of the property before you move in and just before you move out as evidence).

If the rental provider thinks that you have caused damage beyond normal use then you might have to arrange to repair it, pay for the damage, or not be paid back the full bond amount. If you disagree that you caused the damage, or you think that they are asking too much compensation because they haven't taken into account depreciation (how old the item is expected to last), then you have a right to dispute this.

Condition Report

At the end of your rental agreement, the rental provider needs to complete an end of rental agreement condition report, which requires that they inspect the property. They must give you a reasonable opportunity to attend this exit inspection and we recommend that you are present during this inspection to make sure that the rental provider fills out the condition report in line with the condition of the property.

Bond Return

You should start the process to get your bond back as soon as possible after you move out. You do not have to wait for the rental provider, or agent, to prepare a bond claim form. You can make a claim for your bond directly with the **Residential Tenancies Bond Authority (RTBA)** or you can put in a joint claim with your rental provider if you both agree how much of the bond is returned to you.

Forgotten or Lost Property

If you have left goods behind, you risk your goods being disposed of. There are laws about how long the rental provider has to keep your goods depending on what sort of goods they are, protected goods, personal documents or general property. For more information visit the Consumer Affairs Victoria website, consumer.vic.gov.au/housing/renting/moving-out-giving-notice-and-evictions/goods-left-behind.

Disconnecting Services

Before you move out, you should arrange to disconnect all the **utilities**, like gas, water, electricity and telephone or internet. Some rental providers and agents will tell you that the utilities need to stay on for a period of time after you move out, usually saying this is needed for the final inspection or to show the property to a new renter. You do not need to do this. You can, and should, arrange for the utilities to be disconnected on your move-out date. If you do not you could end up with a bill that includes charges for the next person who moves into the property.

Mail Redirection

A mail redirection will ensure that any mail delivered to your previous address is forwarded onto your new address. Arrange to have your mail redirected by filling out a form at any post office or on the Australian Post website.

Top tips

- Make sure you know how to access the **Residential Tenancies Act (RTA) 1997** document. This is a long document, but it provides all the information you need to know about private rental, your responsibilities as a private renter, and the responsibilities of your rental provider. The consumer affairs website is also a helpful resource.
- Make sure that you reach out to your **APRAP worker** whenever you are unsure about anything including your rights and responsibilities as a private renter.
- If you have had to pay for urgent repairs and you have asked your rental provider in writing, you may be able to recover the reasonable costs (up to \$2500 GST inclusive). If they don't pay you the money, you can apply to VCAT.
- Consumer Affairs has a standalone Aboriginal and Torres Strait Islander helpline on 1300 66 15 11, 9am to 5pm Monday to Friday (except public holidays). The call takers on the phone line are trained in Aboriginal cultural awareness and provide a culturally safe space to discuss any concerns about your consumer rights.
- Make sure you checkout Tenants Victoria website tenantsvic.org.au/. This website gives detailed information for renters about their legal rights.



Solving Tenancy Problems

Overdue Rent

It can sometimes be tough to keep up with your rent, but it is important that you make regular, timely payments as set out in your rental agreement.

If you do not pay your rent for at least 14 days after the due date, you could be given a notice to vacate for non-payment of rent. The notice is not valid if your rent is not yet 14 days overdue. If you get a notice to vacate for rent arrears, and the rental provider won't agree to a payment plan or giving you more time to pay, you don't have to move out by the "termination date" in the notice. If the landlord applies to VCAT, you can ask VCAT for a payment plan to pay off any unpaid rent over a reasonable period of time and VCAT will decide if this is appropriate in the circumstances. For more information see below about eviction.

Your rental agreement must outline what date/s of the month your payment is due. If you have misplaced your rental agreement, make sure to ask your rental provider for another copy. You can also ask for a payment receipt, which provides evidence that you have paid your rent.

If your rent is overdue and you can't make a payment, contact your rental provider as soon as possible and explain to them a reasonable timeline for your payment to be made.

If you can't pay the overdue rent in one payment, offer to pay it off – for example, offer to pay an extra \$20 per week. However, do not offer to pay more rent than you can afford. Remember to make any offers in writing and keep a copy. Should the rental provider or agent refuse your offer and take steps to evict you, you can use your offer as evidence that you tried to resolve the problem.

If you are experiencing financial hardship and this is having an impact on your ability to pay your rent on time, make sure you reach out for help. The last page of this booklet provides several services that might be able to support you through any financial hardship.

Eviction, notices to vacate, and possession orders

If your rental provider wants you to move out of the property, they must give you a valid notice to vacate but receiving a notice to vacate doesn't necessarily mean you need to move out. You can stay in the property up to the termination date. You keep paying your rent and living in the property. It is illegal for a rental provider to personally evict you or attempt to evict you.

If the rental provider wants to evict you, they must apply to VCAT. You will be told about hearing, and everyone should attend and tell their side of the story. VCAT will decide whether the correct procedures have been followed and if it is appropriate to end the agreement. This is called a "possession order" hearing - and is about whether the landlord should be able to get the property back. The possession order hearing cannot happen until after the termination date in the notice to vacate.

The rental provider may want you to leave for different reasons. Depending on the reason, the landlord is required to give you a minimum notice period. For example, a notice to vacate for danger or the property becoming unfit for habitation requires no minimum period (but you can still stay to challenge the notice). However, a notice to vacate for rent arrears or "threat and intimidation" behaviour requires 14 days notice. In situations where the renter is not at fault, such as the landlord is selling or wanting to move in or do repairs and renovation - these require 60 day notice periods.

Rental providers must follow strict rules if they wish to evict you, otherwise it is an illegal eviction.

Rental Providers cannot:

- Lock out renters
- Personally carry out an eviction
- Personally use force to remove a renter if they refuse to leave the property

Only Victoria Police can carry out a forcible eviction and only when they have a VCAT order. You can contact your local police station to find out when the eviction will take place. As per Consumer Affairs Victoria, rental providers must follow the below steps to legally evict a renter, if they are not followed it is an illegal eviction:

1. Give the renter the official written notice called a **Notice to Vacate**

2. Apply to VCAT for a **Possession Order**

3. Receive a **Warrant of Possession**

4. Give the **Warrant of Possession** to the police, which gives police the power to evict the renter.

If you think that your rental provider has illegally evicted you from your rental property, you should call Consumer Affairs Victoria on 1300 55 81 81 or visit consumer.vic.gov.au to lodge an online enquiry.

A rental provider may apply for a Possession Order if you receive a Notice to Vacate but do not leave the property. If the rental provider has applied for a Possession Order, VCAT will consider whether it is reasonable. If you want to stay in the property, or seek VCAT to delay the possession order, you must attend the hearing and dispute the claim. If you cannot or do not attend a Possession Hearing, you can apply for a rehearing or urgent review of the Possession Order, provided you have a valid reason that you cannot attend the original hearing. This must be done before the police attend to use the warrant to do the eviction.

After receiving a Possession Order, VCAT will consider:

How often the rules have been broken

How serious the breach of duty is

Whether it was the renter who broke the rules

If family violence was involved

If the breach can be (or has already been) fixed

The behaviour of the renter and rental provider

Alternatives to making the Possession Order.

VCAT may decide to:

- Grant the Possession Order, resulting in you having to leave/vacate the property.
- Dismiss the application, allowing you to stay at the property.
- Dismiss the application and instead make a Compliance Order, telling you to follow certain rules.

Additional Time

You can ask VCAT to postpone the eviction for up to 30 days during a VCAT hearing for a possession order if you will face serious hardship upon eviction. Postponement of the eviction cannot be requested after the VCAT Possession Order Hearing. To be granted a postponement, the hardship for you as a renter will need to be greater than any hardship the rental provider will experience if the eviction is postponed.

You can find more information about evictions, Possession Orders, and Notices to Vacate on the Consumer Affairs Victoria website within the Housing and Renting section.

Disputes

Disputes may occur with your rental provider during your tenancy. Some common dispute topics include bond claims, rental agreements, repairs, maintenance, rent increases, notices to vacate, and goods left behind. You can often solve these disputes without VCAT, but VCAT is also an option if you need support.

To resolve a dispute, the first thing you should try is to discuss the issue with your landlord. Make sure that you explain the problem, tell the person what obligations or rules you think they are not meeting and suggest how it might be resolved. If you can agree how to solve the problem, make sure you record this in writing - an email if possible. i.e. a person's own notes are not as good as communicated notes that are timestamped

If this does not work, you should send a written request or complaint using the notice to rental provider or breach of duty notice, available on Consumer Affairs Victoria's website, to your rental provider or issue a formal written notice to them. These forms can be used by both the renter or the rental provider to formally communicate and are often required before taking the next steps in resolving the issue.

Finally, if these two options don't work then you can go to VCAT. If you need to go to VCAT you will need to provide evidence for your case. Examples of evidence include any breaches of duty. Breach of duty notices are used to tell someone they have not complied with certain terms and conditions of the Residential Tenancies Act 1997. The notice must be given in writing. Beyond this, any other evidence of disputes is helpful to collate, this might include letters, emails or phone calls, evidence of losses, photos or videos, or receipts if you are asking to be repaid for something.

For further support contact Victorian Aboriginal Legal Service 1800 064 865 or go to vals.org.au

Family Violence

Family and domestic violence encompasses any violent, threatening, coercive, or controlling behaviour that occurs in current or past family, domestic, or intimate relationships. The definition of "family" is broad and, as outlined in *Section 8 of the Family Violence Protection Act*, includes any person whom the relevant individual considers, or previously considered, to be like a family member, provided it is reasonable to regard the person as such based on the circumstances of the relationship.

For more details, the Family Violence Protection Act is available via the Australasian Legal Information Institute (AustLII): austlii.edu.au.

See the vic.gov.au website under 'What is Family Violence?' for more information about the signs of family violence.

There are a few contact options for you if you are experiencing family violence or are at risk of experiencing it.

Firstly, if you are in immediate danger call emergency services on 000 or if you would like to speak to a specialist family violence service call 1800RESPECT on 1800 737 732 (24 hours), or Safe Steps on 1800 015 188.

These supports provide counselling, advice, and support to people experiencing or at risk of experiencing family violence. Below is some brief information that might be helpful if you or someone you know is experiencing violence at home.

Intervention Order

If you are living in a rental property and experiencing violence by another renter, you can apply for an intervention order to exclude that tenant from the property. Applying for a Family Violence Intervention Order can be completed online, via the **Magistrates' Court of Victoria** (mcv.vic.gov.au) or in person at your local Magistrates' Court.

Changing Locks

It is possible to get the locks changed in rental housing in cases of family or domestic violence. If you have a safety notice or intervention order protecting you, and it says the renter who was violent cannot enter the rental property, you can change the locks. You do not need permission from the rental provider, and your name does not have to be on the lease. If you do not have a safety notice or intervention order excluding the renter who was violent, you will need the rental provider's permission to change the lock.

If you need extra security devices to stay safe in the rental property (e.g., an alarm system or security screen door) discuss this with the rental provider or a family violence support worker you feel comfortable with.

Ending or changing your rental agreement

If you want to leave the rental property to ensure your safety, or the safety of your children, you may need to end the agreement or being removed from the agreement with written consent. For full information visit Tenants Victoria (tenantsvic.org.au) to access the Family Violent Protection Tenancy Kit. Make sure you talk to your rental provider about ending your lease early. If they do not agree to end your lease early, then reach out to VCAT on **1300 01 8228**. A rental provider cannot charge you any fees for ending a lease early unless VCAT has ordered you to do so.

If you are or have been subjected to family violence by another person on the existing rental agreement, you can apply to VCAT to end the existing rental agreement and start a new one (with the same conditions and rent). The excluded renter will not be on the new agreement.

To do this you will need to live at the property as your main place of residence but your name does not have to be on the rental agreement. To help with this process, you should contact VCAT.

A rental provider cannot make you move out just because you are experiencing family violence. They can only end your rental agreement for specific reasons and they are required to give you the correct notice to vacate.

Damages to a property

Consumer Affairs Victoria offers detailed information about family violence support online, specifically outlining what you can do if you are experiencing family violence as a private renter and if the property has been damaged because of family violence. If you have any questions about the information provided, please contact **Consumer Affairs Victoria** on 1300 55 81 81 (Monday to Friday, 9am to 5pm) or visit consumer.vic.gov.au's Resources and Tools section, searching for Family Violence or go to Tenants Victoria to access the Family Violence Protection Tenancy Kit.

Top tips

- As a renter in Victoria and for renters across Australia, don't forget that you have rights.
- If you have any questions related to your property and rental, make sure you ask these questions. An APRAP provider can assist you in asking these questions to the right people.
- There are many online resources to get more information about private rental support.

Additional Support

Need further information? Reach out to the following services...

Consumer Affairs Victoria
1300 55 81 81 |
consumer.vic.gov.au/housing

**Yarrka Barring, Consumer Affairs
Aboriginal and Torres Strait
Islander Helpline**
[1300 66 15 11](tel:1300661511)

Tenants Victoria
(03) 9416 2577 |
tenantsvic.org.au

**Victorian Civil & Administrative
Tribunal (VCAT)**
1300 01 8828 | vcat.vic.gov.au

Renters and Housing Union
rahu.org.au

Victorian Legal Aid
1300 792 287 | legalaid.vic.gov.au

**Victorian Aboriginal Legal
Service**
1800 064 865 | vals.org.au

**Tenancy Assistance and
Advocacy Program (TAAP)
Providers**
For a list of community agencies
that provide TAAP, refer to:
[consumer.vic.gov.au/TAAP
providers](https://consumer.vic.gov.au/TAAP/providers)

Notes

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