

Renters guide

For more information, including for rental providers (landlords) and agents, visit consumer.vic.gov.au/renting.

See renting information in other languages: consumer.vic.gov.au/languages.

See renting information in Easy English: consumer.vic.gov.au/easyenglish.

Communicating with your rental provider

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

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

More information: consumer.vic.gov.au/rentingrights.

Bond

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

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

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

More information: consumer.vic.gov.au/lodgingbond.

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 Consumer Affairs Victoria 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.

More information: consumer.vic.gov.au/rentalstandards.

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.

See the full list of urgent repairs at consumer.vic.gov.au/rentalrepairs.

What to do: Contact your rental provider (landlord) or agent using their emergency phone number. They must respond without delay. If they do not, contact Consumer Affairs Victoria 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.

More information: consumer.vic.gov.au/rentalrepairs.

Non-urgent repairs

Non-urgent repairs are anything not on the 'Urgent repairs' list at consumer.vic.gov.au/rentalrepairs.

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

More information: consumer.vic.gov.au/rentalrepairs.

Maintenance

As a renter, you are generally responsible for:

- keeping the property reasonably clean

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

Modifications

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

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

See the full list at consumer.vic.gov.au/rentingmodifications.

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

More information: consumer.vic.gov.au/rentingmodifications.

Rent increases

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

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

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

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

If you think a rent increase is too high

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

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

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.

For more information, visit the Victorian Equal Opportunity & Human Rights Commission website: humanrights.vic.gov.au.

Pets

If you want to keep a pet at the rental property, you must seek the rental provider's (landlord's) consent. Use the 'Pet request' form. For this form and more information, visit consumer.vic.gov.au/petsrenting.

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.

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 consumer.vic.gov.au/rentalinspections.

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

Unless agreed with you, the rental provider or agent can only enter between 8am and 6pm, and not on public holidays. There are limits on how often they can enter, and for how long. These are listed at consumer.vic.gov.au/rentalinspections.

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

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

For information on your renting rights if you are affected by family violence, visit consumer.vic.gov.au/rentingfv.

Threat of eviction

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

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

Ending a rental agreement

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

If you want to end the rental agreement

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

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

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: consumer.vic.gov.au/noticetovacate.

Agreeing to end a rental agreement

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

Bond claims

When a rental provider (landlord) can claim the bond

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

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

See the full list at consumer.vic.gov.au/bondclaims.

Process for claiming the bond

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

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

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

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

If you cannot agree on the bond

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

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

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

More information: consumer.vic.gov.au/bonddisputes.

Contacts

| Organisation | When to contact | Phone number | Website |
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| Consumer Affairs Victoria | If you have questions about renting agreements, bonds, rent increases or repairs If you are being evicted | 1300 55 81 81 | consumer.vic.gov.au |
| Residential Tenancies Bond Authority (RTBA) | To look up your bond, transfer a bond or arrange a bond refund | 1300 137 164 | rentalbonds.vic.gov.au |
| Victorian Civil and Administrative Tribunal (VCAT) | To apply for a hearing about a renting dispute | 1300 01 8228 | vcat.vic.gov.au/renting |
| Tenants Victoria | If you need help from a support worker | 03 9416 2577 | tenantsvic.org.au |
| Victorian Aboriginal Legal Service (VALS) | If you are an Aboriginal and Torres Strait Islander person and need legal help | 1800 064 865 | vals.org.au |
| Housing Victoria (Department of Families, Fairness and Housing) | To apply for a bond loan If you have nowhere to stay | 1800 825 955 (24 hours) | housing.vic.gov.au |