

“ Renting and accommodation in Victoria: A guide for international students ”



Introduction

Welcome to Victoria. We understand that finding a comfortable, affordable and secure home is important for the well being and success of international students.

This guide outlines a range of rental and other accommodation options available and gives brief tips on how to avoid possible problems by using protections offered in our laws.

We have also included a detailed section on residential tenancy agreements, since most international students living in Victoria use some form of private rental accommodation.

Please read this guide carefully before signing any agreement or making any payments.

For further information or to make a complaint, please telephone Consumer Affairs Victoria on 1300 55 81 81.

Legal protections

Most international students in Victoria live in arrangements covered by the *Residential Tenancy Act 1997*. These students should sign a Residential Tenancy Agreement – a legally binding contract that sets out rights and responsibilities of the tenant and landlord or real estate agent in a private rental situation. Residential Tenancy Agreements can also be called rental agreements or leases. Signing a Residential Tenancy Agreement offers many protections that can take the worry out of renting.

The *Fair Trading Act 1999* covers all types of accommodation and offers protections against businesses that use unfair and unethical practices. It is very important to remember this when using types of accommodation not covered by a Residential Tenancy Agreement.

Type	Description	Tips
Homestay	Full boarding accommodation in a local home with the opportunity to learn about Australian life. Suitable for stays of a few weeks to many months. Usually competitively priced.	<ul style="list-style-type: none"> • The conditions of the exchange must be fair and reasonable and students are recommended to place these in writing. • It is important to understand clearly everything that is offered. • Students are recommended to sign a Residential Tenancy Agreement when four or more students are living at one Homestay.
Homeshare	Accommodation in a local home is given in exchange for about ten hours a week of help to a frail or disabled householder. This may mean staying at home some nights.	<ul style="list-style-type: none"> • The conditions of the exchange must be fair and reasonable and should be placed in writing so that everyone clearly understands the agreement.
Boarding or rooming houses	Usually a privately owned property where four or more people rent their own room in the house and share living facilities.	<ul style="list-style-type: none"> • Tenants are recommended to sign a Residential Tenancy Agreement, even for short term stays.
On campus university colleges and halls of residence	Located on or near the university campus and managed by an educational institution. Usually fully furnished rooms and common facilities with study and pastoral support. Meals are often provided.	<ul style="list-style-type: none"> • On campus colleges are not covered by the Residential Tenancies Act. Instead, an agreement is made under each university college's regulations. • A copy of your agreement should make clear your rights and responsibilities and how to manage problems if they arise.
Commercial purpose-built student accommodation	Privately owned, near campuses. Usually a furnished room, sometimes with communal kitchens. This accommodation can be offered under two types of agreements: <ol style="list-style-type: none"> 1. A <i>Residential Tenancy Agreement</i>. 2. A <i>Licence to Occupy or Service Agreement</i>. Signing this type of agreement can reduce your rights and impose increased costs. 	<ul style="list-style-type: none"> • Tenants are recommended to sign a Residential Tenancy Agreement for any fixed-term lease to rent a property, including commercial purpose-built student accommodation. • A Licence to Occupy or Service Agreement can apply for short or long stays. • Be aware that signing a Licence to Occupy or Service Agreement: <ul style="list-style-type: none"> • may not guarantee use of the same room during your stay • may impose harsh terms and conditions, such as very high additional fees for guests staying over night, and high cleaning and exit fees.

Type	Description	Tips
Private rental	Privately owned houses, townhouses or apartments rented out by a landlord or real estate agent.	<ul style="list-style-type: none"> • Tenants are recommended to sign a Residential Tenancy Agreement.
Share housing in private rental properties	<p>Two or more people jointly rent a privately owned home. This can occur in two ways:</p> <ol style="list-style-type: none"> 1. Co-tenant renting, where all tenants jointly enter into the Residential Tenancy Agreement. 2. Sub-tenant rental, where a head tenant signs the residential tenancy agreement and then gets permission from the property owner to sublet rooms or the entire dwelling. <p>A head tenant:</p> <ul style="list-style-type: none"> • may live at the property or elsewhere • becomes the landlord to sub-tenants, and • is responsible for collecting and paying the rent to the property owner. 	<ul style="list-style-type: none"> • Co-tenants should each sign the Residential Tenancy Agreement. • Before becoming a sub-tenant, check that the head tenant has the owner's permission to sub-let. • Sub-tenants are recommended to sign a Residential Tenancy Agreement with the head tenant.

Choosing accommodation

Ensure you consider all your needs before signing up for accommodation.

- Cost
- Size of the dwelling
- Location
- Facilities offered
- Transport costs
- Length of stay
- Value for money
- Suitability for your study needs and lifestyle

Where to look for accommodation

- Student housing services at education providers
- Rental lists from real estate agents
- Internet
- Newspapers
- Student notice boards

Residential tenancy agreements

Before entering a rental agreement, it is vital for international students to understand:

- what should be in this legally binding contract
- their obligations and rights under the contract, and
- the obligations and rights of private landlords or agents.

This also applies to co-tenants and sub-tenants who are sharing private rental properties.

Before moving in

Inspecting the property

- Always inspect a rental property before signing a lease. A rental property might look suitable on the internet or in a brochure, but it may not be.
- When inspecting a property, check that the oven, toilet and taps, lights, heating, cooling, windows, doors and security systems (including security doors) work properly.

Signing a Residential Tenancy Agreement

A Residential Tenancy Agreement – also known as a lease – is a legal contract between a tenant and a landlord. The agreement sets out the terms and conditions of renting.

The landlord or real estate agent must give the tenant a copy of the agreement signed by the landlord and tenant within 14 days of entering into the agreement.

Any tenant who wishes to sub-let rooms or a property must get consent from their landlord.

Quick tips

- Make sure the Residential Tenancy Agreement contains the following information:
 - the property location
 - the total rent amount and day or date of payment
 - the bond amount
 - the start and end date of the tenancy term, and
 - the landlord's name and contact number.
- Read and understand the agreement before signing it.
- Never sign an incomplete Residential Tenancy Agreement.
- Ensure each co-tenant is named on the lease and signs. Make sure all co-tenants receive a copy.

Paying a bond

A tenant will usually be asked to pay a bond before moving into a rental property. The bond is usually the same amount as one month's rent. The landlord must give the bond to the Residential Tenancies Bond Authority (RTBA). The RTBA's role is to look after the bond for the tenant. The bond will be returned at the end of the tenancy, unless the property is dirty or damaged or the tenant has not paid the rent.

When sub-tenants pay a bond, the head-tenant must give them a *Bond Lodgement* form to complete and sign. The head-tenant must then send the bond money and form to the Residential Tenancy Bond Authority.

Quick tips

- Take photographs of the property when moving in so there is a record of its original state. This can help prevent disputes when moving out.
- Follow these steps when paying a bond:
 - 1 Pay the bond to the landlord, agent or head tenant. Each co-tenant should pay a share of the bond.
 - 2 Always ask for a receipt.
 - 3 Complete and sign the *Bond Lodgement* form. The landlord or agent must give the tenant a copy of this form once it has been signed.

In share houses, each co-tenant should be named on and sign the *Bond Lodgement* form.
 - 4 The landlord or agent has 10 working days to lodge the bond with the RTBA.
 - 5 Make sure you get a receipt from the RTBA.

Filling out a Condition Report

A *Condition Report* describes the state of the property. It can be used as evidence if there is a dispute about who should pay for cleaning, damage, or replacement of missing items when a tenant moves out. This may affect whether the tenant is entitled to a full refund of a bond. In share houses, all co-tenants should complete and sign the *Condition Report*. A head tenant who asks sub-tenants for a bond payment must give sub-tenants a *Condition Report* to fill out and sign. The head-tenant and the sub-tenants should keep a copy of the completed report.

Quick tips

- Read the *Condition Report* thoroughly. (A landlord or agent must give tenants at least two copies of the condition report before they move in.)
- Add any faulty items that have not been included in the report. Also include any damage to the property that has been left out of the report.
- Return the report to the landlord no later than three days after moving into the property. Keep a signed and dated copy.
- A *Condition Report* is optional if there is no bond payment.

Budgeting for the move

- Be prepared to pay one month's rent in advance as well as a bond.
- Contact utility companies to ensure the water, gas, electricity and telephone are connected to the rental property.
- Check carefully any form provided by the real estate agent authorising an independent company to initiate connections for utilities on your behalf. You may not want to sign with the nominated utility companies.
- Some utility companies also charge connection fees so budget for this.
- Consider seriously taking out contents insurance to cover personal possessions in case of damage or theft.

Living in a rental property

Paying the rent

- Talk to the landlord or agent about how the rent will be paid before signing an agreement. Tenants can choose to pay rent by cash, cheque, direct debit, EFTPOS or credit card.
- Pay the rent in full and on time as specified in the agreement.
- Each co-tenant is responsible for paying their share of the rent on time. However, if the full rent is not paid on time, all co-tenants (even if some have paid the rent) can be given a 14 day *Notice to Vacate* and asked to pay what is owed on the rent.
- Sub-tenants must pay the rent to the head-tenant. If the rent is not paid, the head-tenant can give a sub-tenant a 14 day *Notice to Vacate*.
- Remember the landlord must give 60 days notice of a rent increase.
- If given notice of a rent increase, contact Consumer Affairs Victoria for advice.

Repairs

The landlord must keep the property in a state of good repair. Contact the agent or landlord if there is an urgent repair – one that affects safety, security or an essential service

Examples of urgent repairs

- A burst water service.
- A blocked or broken toilet system.
- Serious roof leaks.
- Gas leaks.
- Dangerous electrical faults.

Quick tips

- If you have contacted the agent about an urgent repair and the agent or landlord does not respond, contact Consumer Affairs Victoria for advice.
- If the repair is not urgent, notify the landlord or agent in writing. Use a *Notice to Landlord of Rented Premises* form available from Consumer Affairs Victoria.
- If the non-urgent repair is not carried out, forward a copy of the *Notice to Landlord of Rented Premises* form to Consumer Affairs Victoria and request an inspection.

Ending a tenancy

Tenants must give 28 days notice in writing if they want to end a residential tenancy agreement - even if this is at the end of a fixed term.

Tenants who want to end an agreement before the fixed term is up may have to pay the rent until a new tenant is found.

They may also have to pay a lease breaking fee to advertise the property and a re-letting fee in the case of a managing agent.

Quick tips

- Whether you are a tenant, co-tenant or sub-tenant, before moving out:
 - clean the property
 - take detailed photographs of the property to avoid disputes about the condition of the premises
 - arrange disconnection of services, and
 - return property keys to the agent or in a shared house to the remaining co-tenants or head tenant.
- Leave the property in good condition and have no rent owing in order to get a bond back in full.
- Fill out and sign a *Bond Claim* form in order to get the bond back.
- The landlord or agent will also need to complete this form.
- Never sign an incomplete *Bond Claim* form.

Want to know more?

Obtain a tenants' kit from Consumer Affairs Victoria. This kit contains helpful information on housing options, repairs and maintenance, privacy and access, inspections and ending a tenancy.

Ending tenancy in share houses

Co-tenants

- Must give 28 days notice in writing to the landlord or agent, even if the other co-tenants are still renting the property.
- Will need to pay rent until another tenant is found.
- Should complete a *Bond Transfer* form with the incoming tenant. Send the form to the Residential Tenancy Bond Authority. Payment of bond is a private matter between the outgoing and incoming tenant, so do not send money.
- Should leave a forwarding address and contact phone number.
- Co-tenants who move out before the end of a fixed term tenancy (the date shown on the lease):
 - may need to keep paying the rent until the end of the fixed term or a new tenant is found
 - will have to wait for their bond to be returned after the fixed term ends, because a bond cannot be released until a tenancy is ended
 - may obtain their portion of the bond when a new tenant moves in – a *Bond Transfer* form is then signed by the existing and incoming tenant
 - may be liable for any damage or unpaid rent – even if it is not their fault.

Continuing co-tenants

- Should ask for an inspection of the property and do a new *Condition Report*.
- Should seek a new lease, or get the existing lease amended, with the consent of the landlord or agent.

Sub-tenants:

- Must give 28 days notice in writing to the head-tenant.

Tips for sharing rental homes

- Agree on who collects the rent and how and when it is collected. It is possible to set up a household bank or credit union account for rent payments. Everyone deposits their share of the rent into this account before the rent is due.
- Some students who share homes agree to give a certain amount of money each week to share costs for shared food, cleaning and other items.
- Look at the different payment plans being offered by your utility company.
- Get monthly telephone bills.
- Agree to asking the telephone company to bar 1900 hotlines.
- Agree to ask the phone company about other options such as separate phone numbers, barring international/STD calls or only allowing these as incoming calls.
- Agree to a system for reminding other tenants when the rent and other bills are to be paid, for example, a big note on the fridge.
- Keep receipts for rent, utilities and household costs in a folder.
- Agree to cleaning, shopping and bill paying rosters.
- Talk about issues that might cause problems like visitors, noise, smoking and pets.
- Remember it is important to respect the privacy, space and belongings of others.

Fire safety for renters

- Make sure smoke alarms are installed in the rental property.
- Remember that the landlord is responsible for installing and maintaining smoke alarms.
- Test smoke alarms regularly by pressing the test button with a broom handle.
- Replace the smoke alarm battery annually with a quality alkaline battery.

Because this publication avoids the use of legal language, information about the law may have been summarised or expressed in general statements. This information should not be relied upon as a substitute for professional legal advice or reference to the actual legislation.

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More information

Consumer helpline:

1300 55 81 81

Arabic speaking consumers:

1300 655 503

Russian speaking consumers:

1300 655 503

Vietnamese speaking consumers:

1300 855 110

Chinese (Mandarin and Cantonese) speaking consumers: **1300 726 656**

Victorian Consumer & Business Centre

113 Exhibition Street

Melbourne 3000

Telephone: 1300 55 81 81

Website www.consumer.vic.gov.au

Regional Offices

Consumer Affairs also has regional offices located in Ballarat, Bendigo, Geelong, Morwell, Mildura, Wangaratta and Warrnambool together with a mobile outreach service that regularly visits rural communities. To find the office or mobile service nearest you, ring 1300 55 81 81 or go to the Consumer Affairs Victoria website on www.consumer.vic.gov.au and click on the Contact Us link.

- Never remove the battery as the smoke alarm won't work without it.
- Never deadlock yourself in your room.
- When cooking, never leave food on the stove unattended as most residential fires are caused this way.
- Call 000 if there is a fire.

