

TENANCY ADVICE

If you are renting you need to be aware of your rights and responsibilities as a tenant. Below is some information in respect of some key rights and responsibilities in New South Wales (NSW) as well as useful tips that should help you to protect yourself in residential tenancy arrangements.

The following information gives you lots of referral points get further help around the topics we describe. Please use those resources but also feel free to contact a SUPRA Student Advice and Advocacy Officer (SAAO) at any stage.

RIGHTS AND RESPONSIBILITIES

TENANCY AGREEMENT

In many situations the agreement between you and your landlord or agent will be called a "Residential Tenancy Agreement". The terms and conditions for these agreements are provided under provisions of the NSW Residential Tenancy Act 1987 and the Residential Tenancies Regulations 2006. Make sure that you read all of your agreement before you sign as you will probably be bound by its terms and conditions unless it breaches relevant legislation. You have the right to be given a written copy of your agreement.

If you have not been given a written Residential Tenancy Agreement that might mean a number of things. If you are living in college or similar accommodation within the University grounds then on the basis of the connection with an education institution your tenancy situation probably won't be covered. Similarly, boarders and lodgers (i.e. arrangements where you live on premises but the landlord still maintains control of those premises) are not covered by the above-mentioned legislation. Boarders and lodgers have relatively few rights under law in NSW.

Not having a written agreement does not automatically mean that you are not covered by a Residential Tenancy Agreement. One of the strengths of NSW legislation in this area is that an agreement can be written or oral, or partly written and partly oral. So even if you have not been given a written agreement you still might be covered by the legal protections that an agreement affords. You should contact your local Tenants Advice and Advocacy Service (TAAS) if you are unsure if you are covered by the Residential Tenancies Act 1987.

CONDITION REPORT AND REPAIRS

If you are covered by a Residential Tenancy Agreement you should get two copies of a condition report on the premises when you move in, and it is your responsibility to complete the report describing the condition of the premises at the start of the tenancy. If you do not agree with the part of the report filled out by the landlord or agent, then make comments in the space provided and if there is not enough space attach further commentary. You need to return a copy to the landlord or agent within seven days.

Keep a record of all damage before and during your tenancy. Otherwise the owner may be able to hold you accountable for damage which was not your fault, or that was the result of normal wear and tear. If possible take photos with dates recorded. You have a responsibility to notify the landlord or agent of any damage or repairs needed, whilst the landlord has the responsibility to keep the premises in a reasonable state of repair. Different provisions apply in respect of "urgent" and "non-urgent" repairs, so if you have trouble getting repairs done you should seek more detailed advice on your rights and responsibilities in this area.

If repairs are not carried out you might consider making an application to the Consumer, Trader and Tenancy Tribunal (CTTT) for an order requiring the landlord to carry out the repairs and a rent reduction on the grounds of withdrawal of goods, services or facilities by the landlord for a period. If you intend to apply to the CTTT you should do so in a timely manner. There is a 30 day limitation period for many applications. You can apply for an order for an extension of time if the application is lodged more than 30 days since you notified the landlord/agent of the problem. Contact your local TAAS for advice on your specific matter. You should not stop

CONTACT DETAILS

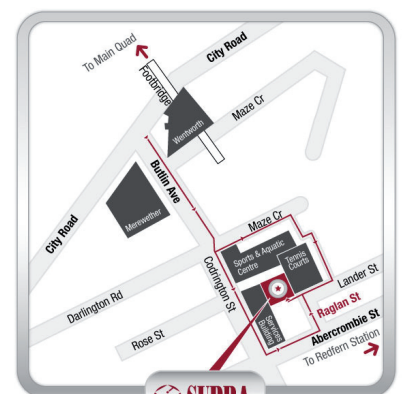
You can contact a SUPRA SAOA via:

- Email: help@supra.usyd.edu.au
- Telephone: (02) 9351 3715 or free call number: 1800 249 950 if you are outside the Sydney Metropolitan area.
- In writing: Send a fax to (02) 9351 6400 or post your letter to:
SUPRA
Bld G10, Raglan St
Darlington Campus
University of Sydney NSW
2006 Australia
- Complete a web form:
http://www.supra.usyd.edu.au/Adv/Contact_a_SAAO.html
- Or just come into the office during normal business hours

Disclaimer:

This information does not constitute legal advice. Despite our best efforts there may be errors in the information we give you. Seek a range of advice and up to date information on your particular circumstances before you act on the information provided.

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paying rent or otherwise unilaterally reduce your payments, as 'rent strikes' are a breach of Residential Tenancy Agreements and may give your landlord a reason to start proceedings to terminate the agreement and eventually evict you from the premises.

RENTAL BONDS

Many of the provisions concerning rental bonds are set out in the Landlord and Tenant (Rental Bonds) Act 1997. For unfurnished premises the maximum you pay is four weeks rent in bond. For furnished premises where the rent is under \$250 per week you can only be charged up to six weeks rent in bond. For furnished premises where rent is \$250 per week or more there is no maximum bond.

If required to pay a bond the landlord or agent must provide you with a "Bond Lodgement Form". This form should be signed by you and your landlord and then lodged by your landlord or agent with the Office of Fair Trading, Renting Service within seven days. If you don't receive an advice slip and a rental bond number from Renting Services you should contact them directly, as failure to lodge bond is an offence and landlord or agent can be fined up to \$2200.

DURING YOUR TENANCY

Get and keep receipts for all payments to the landlord or agent. When paying your rent a landlord or agent does not have to give you a receipt if you pay directly into a Bank or Building Society account or where rent is paid by automatic deductions. However if you pay by any other means a rental receipt must be issued that includes: the landlord or agents name, your name, address of the property, the period for which the rent is paid, the date the rent is received, and the amount of the rent paid.

Strongly consider putting key queries and requests (such as requests for repairs to complete or complaints of whatever kind) in writing and keep diary records of significant conversations. Keep a copy of all correspondence and documentation relating to the tenancy.

ENDING TENANCY

There are a variety of circumstances in which a tenancy might end. If you receive a notice of termination then contact your local TAAS for advice. If CTTT make an order ending your tenancy then the landlord is entitled to take possession of the premises in accordance with the order. However you should note that the Sheriff is the only person who can actually remove you from the premises with a "warrant of possession" issued by the CTTT.

If you cannot come to an agreement with your landlord or agent about claiming your bond at the end of the tenancy, then you can fill out a "Claim for Refund of Bond Money" form and lodge it directly with Renting Services without your landlord's consent. In some circumstances the landlord may decide to disagree with your claim, and if they don't lodge an application with the CTTT within 14 days and give Renting Services written notice of this application your bond claim will be paid to you.

If your landlord lodges a claim form first without your consent and you receive a notice from Renting Services, then you should strongly consider responding within 14 days by lodging a Rental Bond Application with the CTTT. You must also notify Renting Services that you are making this application so that they can stop payment of the bond being made to the landlord or agent.

If a dispute arises that cannot be resolved by negotiation between you and your landlord or agent (including but not limited to disagreement about claiming bond payments), in many cases the matter can be referred to the Tenancy Division of the CTTT. The CTTT is an independent arbiter and is an inexpensive, fast and informal way of resolving disputes. Application fees for the Tenancy division of CTTT are currently \$31 or \$5 for pensioners and full time students receiving government assistance (e.g. Austudy or Youth Allowance payments).

SHARE HOUSING

Often students live in share houses and flats in order to keep costs down. While tenants' rights are protected (to a certain extent) by the Residential Tenancies Act 1987, the situation between flatmates in share households remains a grey area of the law. Not all share houses are the same. Sometimes one flatmate will clearly control the house, taking charge of collecting the rent and organising repairs; or all the flatmates could be on an equal footing, sharing the job of taking the rent to the real estate agency or landlord, paying the bills and cleaning the house; or sometimes it might be a combination of the two. Depending on the type of arrangements in the house, you will have a different 'legal status'. That is, you may be a co-tenant, head tenant, subtenant or boarder/lodger. Your household status is very important as it determines your legal rights and responsibilities; for example, whether you can be evicted by another tenant or whether you are legally responsible to the landlord. For this reason, if you are thinking about moving into a share house, whether it is your first or just another in a long line of houses or flats, it's vital that you are aware of the legal stuff as well as how to deal with problems common in share housing. These problems range from legal wrangles with flatmates and landlords, to arguments about the washing-up, and relationships within the house. The Share Housing Survival Guide produced by the Redfern Legal Centre gives a broad outline of your rights and responsibilities and can be found online at www.rlc.org.au/sharehousing

USEFUL CONTACTS

TENANTS ADVICE AND ADVOCACY SERVICE Look under "tenants" in the White Pages for your local Tenants' Advice Service

TENANTS' UNION HOTLINE (02) 9251 6590 or 1800 251 101 www.tenants.org.au for fact sheets, sample letters and to find your local Tenants' Advice service

OFFICE OF FAIR TRADING 'RENTING SERVICES' (02) 9377 9100 or 1800 451 301

CONSUMER, TRADER AND TENANCY TRIBUNAL 1300 135 399 or www.fairtrading.nsw.gov.au/cttt

THE SHARE HOUSING SURVIVAL GUIDE and THE RENTING GUIDE are also available at the SUPRA Office. You can also find the Share Housing Survival Guide at www.rlc.org.au/sharehousing