

# A GUIDE TO RENTING

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Sensible advice for international students in South Australia



**CENTRAL COMMUNITY  
LEGAL SERVICE**

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Information was correct at time of publication. This booklet should be used as a guide only. The publisher advises that further advice should be sought from the proper authorities and accepts no responsibility for any action taken after reading this booklet.



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## Moving In

### Signing A Lease

Before moving in, you should sign a lease or Rental Tenancy Agreement.

This agreement is a contract between you and your landlord to determine:

- the premises you will rent
- how much rent you will pay
- how long you will rent the premises for; and
- any other conditions you agree to.

**Make sure you read this CAREFULLY and agree to all the terms and conditions before you sign it.**

It may be a good idea to have a friend with good English skills read over this for you.

A language assistance service is also available by phoning the Translating and Interpreting Service on 131 450.

**Do not** sign the agreement if it contains something you do not understand or you do not agree to because it is possible that the landlord could hold you to the agreement.

Once you sign the lease you must receive a copy within 21 days.

One condition that may be in the lease is WATER USAGE.

- If there is no mention of water usage or payment in the lease, then the situation is that you are allowed to use 136kL of water at no cost, but then after that amount, you must pay \$1.03 per kL (please note these figures are correct as of June 30 2005. If you have any queries, please speak with one of the contacts at the back of this booklet)
- It is possible, however, for the landlord to put a different arrangement in the lease. For example, you must pay for all water, including the supply charge, or that you can have an amount of water for free, but less than 136kL. Just be aware of what you are agreeing to.

## Types Of Leases

### FIXED TERM LEASE

Where you agree to rent the premises for a defined amount of time, such as 1 year.

#### **Advantages:**

The landlord cannot ask you to leave before the end of the agreed period, unless you have breached the conditions of the lease. Even if the landlord wants to sell the house, they can not make you leave. You can make an agreement with them to move out if they ask, but you cannot be forced.

#### **Disadvantages:**

If you want to leave before the end of the agreed time the landlord can require you to pay rent until a new tenant is found. They can also make you pay the cost of advertising to get someone else in.

If the term of the lease is about to end and you want to continue living at the premises you should contact the landlord and see if they are willing to sign a new agreement.

### PERIODIC (UNFIXED) LEASE

Where there is no agreement for how long you will stay.

#### **Advantages:**

You only have to give your landlord 21 days written notice if you want to move out, and you do not have to pay any more rent after those 21 days.

#### **Disadvantages:**

If the landlord wants you to move out they only have to give you 90 days written notice of this. If the landlord needs the property for immediate family, or if the property is to be renovated, demolished, or sold, the landlord only has to give you 60 days written notice.

## Rent

Your lease or rental agreement must state how much rent you have to pay per week.

The Landlord may ask you to pay up to 2 weeks rent in advance, but no more than this.

The landlord is required to keep a record of the rent you pay.

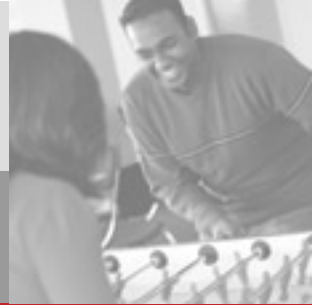
- If you pay the rent in cash or by cheque the landlord must give you a receipt.
- If the rent is paid directly into a bank account then no receipt is required as the bank will have a record of the payment.

## Bond

The Landlord will require you to pay a bond when you sign a lease, which they must lodge with the Tenancies Branch. You must receive an official receipt for this. If the landlord does not lodge the bond, they can be fined.

- If the rent is less than \$250 per week then the bond cannot be more than what you would pay for 4 weeks of rent.
- If the rent is more than \$250 per week then the bond cannot be more than what you would pay for 6 weeks rent.

The bond money is to protect the landlord in case you damage the property or are unable to pay the rent. It must be refunded to you when you move out, provided you have not damaged the premises and you have paid the rent in full.



## Inspection Sheets

Before you move into the premises you and the landlord can fill in an Inspection Sheet. This describes the condition of the property before you arrived and should list anything that is broken or damaged.

When you move out the Landlord will inspect the property again to compare the condition of the premises to the original condition described in the Inspection Sheet. If there is any new damage, the landlord has the right to recover the cost of repairs from you.

It is recommended therefore to complete inspection sheets (despite it not being compulsory) to provide proof against a claim by the landlord for damage that had already existed before you moved in.

## Sharing A House

It is common practice for the lease to be made out in one person's name, but several other people live in the house.

- Be aware that the person who has the lease in their name will be ultimately responsible for debts, damage and other problems, if there is a falling out or dispute between the others in the house.
- Be careful of what you sign, of who you let stay in the house, and of the agreement that is made between all the tenants.

- Also be aware that whatever utilities (e.g. electricity, gas) are in your name, you will be responsible for those bills, no matter who uses the utility. Also be sure that if you move out of the house, or the lease ends, that you cancel the bills connected to the house that are in your name.

## **Renting A Room – Rooming House Residents**

If you are renting a room in a rooming house, there is information available about your rights and obligations at the following website:

[www.ocba.sa.gov.au/tenancies/rooming/o2\\_resident.html](http://www.ocba.sa.gov.au/tenancies/rooming/o2_resident.html)

## **Contents Insurance**

A Contents insurance policy covers the belongings that you keep in the rental property in case they are damaged or destroyed (e.g. by fire) or stolen.

When entering into an insurance contract:

- make sure the insurance covers your needs
- make sure that your contents insurance is amended if you want it to cover your flat mates, otherwise your insurance agency might not cover the claims
- if you have certain valuables (e.g. jewellery), make sure you ask if their coverage is included in your insurance

The Insurance Council of Australia can advise you about which insurance companies can provide you with the insurance you need. The Council provides a helpful guide to contents insurance on its website at <http://app01.ica.com.au>

# While Renting



## You Must:

- ✓ Pay your rent on time
- ✓ Keep the premises reasonably clean and tidy
- ✓ Pay for items you or your guests break while on the premises

## You Can:

- Have guests stay over without permission from the Landlord

## You Must Not:

- ✗ Use the premises for illegal purposes (such as using or growing illegal drugs)
- ✗ Change the property (for example paint the walls or change the locks) without permission from the landlord.
- ✗ Interfere with the reasonable peace, comfort or privacy of another person who lives near the premises (for example by playing loud music).

If you do not abide by this then the landlord may have reason to evict you.

# Your Landlord's Responsibilities

## The Landlord Must:

- ✓ Provide the premises in a clean and reasonable state
- ✓ Maintain and repair the premises
- ✓ Allow you peace, comfort and privacy
- ✓ Pay council rates and land tax charges
- ✓ Give receipts for rent (unless paid directly into a bank account)
- ✓ Keep proper records
- ✓ Provide and maintain locks on the premises
- ✓ Give 7 days written notice to you if they wish to inspect the property

## The Landlord Cannot:

- ✗ Inspect the premises more frequently than once every 4 weeks.
- ✗ Enter the premises at unreasonable hours to collect the rent.
- ✗ Enter the place whenever they feel like it (other than to collect rent).



## The Landlord Can Enter The Premises:

- If it is an emergency
- For repairs and maintenance at a reasonable hour if they have given you 48 hours written notice.
- If it is during the last 28 days of the tenancy and the landlord needs to show the premises to new tenants.

**If your landlord breaches their responsibilities then you can seek an order from the Residential Tenancies Tribunal to stop this.**

### INCREASING THE RENT

If you have a **Fixed Term lease** the landlord is not allowed to increase the rent unless the lease specifically states that the rent can be increased.

If you have a **Periodic (unfixed) lease** then the landlord must give you at least 60 days written notice specifying the amount the rent will increase, and the day the increase is to start.

The landlord cannot increase the rent in the first 6 months, and the rent cannot be increased more than once every 6 months.



## Repairs

Any damage caused by you or by your guests must be reported to the landlord and you are responsible for paying the repair bill.

The landlord is responsible for any other problems with the premises, such as a leaking roof. You must notify the landlord of the problem and give them a chance to fix it.

If the landlord fails or refuses to repair the problem you can:

- Apply to the Residential Tenancies Tribunal for an order that repairs be carried out.

**OR**

- Pay a licensed trades person to fix the problem and then apply to the Residential Tenancies Tribunal for an order that the landlord compensate you for this.



## **ERADICATION OF PESTS AND VERMIN**

### **Ants, cockroaches, fleas, spiders, mice, rats and snakes:**

If there is a problem with these pests when you first move in, the landlord is responsible for eradicating (removing) them.

If the premises was originally pest-free, but becomes infested while you are renting then you are responsible for eradicating the pests.

### **White ants:**

The landlord is always responsible for eradicating white ants

### **European Wasps:**

Local council is responsible for the removal of European wasps.

# Problems With Your Landlord

## Evictions

If the landlord wishes to evict you they must give you written notice telling you exactly what you have done wrong.

You then have 7 days to fix the problem.

If you do not fix the problem in that time then the landlord may have reason to evict you.

There are specific steps that a landlord must follow in an eviction, so you should contact the Tenancies Branch for advice if you receive an eviction notice.

## The Residential Tenancies Advice Line

The Residential Tenancies Advice Line can provide you with free advice in relation to any problems you may have while renting a property, including advice in relation to disputes with your landlord.

Phone: 8204 9544

Email: [tenancy.advice@agd.sa.gov.au](mailto:tenancy.advice@agd.sa.gov.au)



## Residential Tenancies Tribunal

If you have problems with your landlord and need help resolving a dispute then you can apply for a hearing at the Residential Tenancies Tribunal.

Applications are available at [www.ocba.sa.gov.au](http://www.ocba.sa.gov.au) (pdf Form 7)

It does not cost anything to use the Tribunal.

At the hearing both you and your landlord will have the chance to have your say, and a legally binding order will be made.

**An Interpreter can be organised for the hearing by contacting the Tribunal Register.  
A friend or relative is not acceptable.**



# Moving Out

## Cleaning

You must leave the premises in the same state as when you moved in. This will require thorough cleaning, and may include having the carpets steam cleaned.

## Repairs

The landlord will conduct a Final Inspection of the premises before you leave, comparing the condition of the premises to the original condition described in the Inspection Sheet.

If you or your guests have damaged the premises you must pay to repair that damage.

- You do not have to pay for natural wear and tear on the premises, such as peeling paint or worn carpet.
- It is your landlord's responsibility to replace the carpets every 10-12 years and to re-paint the premises every 5-7 years.

If you cause damage to the carpet or to the paint work then the amount you pay to the landlord must take into account the age of the carpet or paint work, and the extent of the damage. For example, if you damage part of a carpet and the landlord chooses to replace the entire carpet you may not have to pay the entire bill.

If your landlord charges you for repairs that you do not agree with you should contact the Tenancy Branch for advice.

## Bond Refund

If there is no damage to the premises and you have paid all the rent on time your bond money must be refunded when you move out.

You need to complete a bond refund form with your landlord, which is then sent to the Tenancies Branch. A copy of this form is available at:

[www.ocba.sa.gov.au/pdf/refund.pdf](http://www.ocba.sa.gov.au/pdf/refund.pdf)

Electronic Funds Transfer is also available. If you complete an EFT Payment Request Form the bond money will be repaid directly into your bank account. This is a faster service, and if received before 3pm these forms will be processed on the same day.

## Disconnecting Facilities

When you move out always remember to contact the electricity, gas and telephone services to inform them that you are moving out. This means that you will no longer be responsible for paying the bills for the use of these services.

## Common Terms

**Tenant** – person renting the premises (you).

**Landlord** – the owner of the premises, or the person you pay rent to.

**Premises** – the place being rented.

**Eviction** – when you are forced to move out of the premises.

## More Information Is Available At:

### Central Community Legal Service

For more information or specific advice please contact us.

[www.ucwesleyadelaide.org.au/ccls](http://www.ucwesleyadelaide.org.au/ccls)

Telephone: 8342 1800

### Residential Tenancies Advice Line

The Residential Tenancies Advice Line can provide you with free advice in relation to any problems you may have while renting a property, including advice in relation to disputes with your landlord.

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Email: [tenancy.advice@agd.sa.gov.au](mailto:tenancy.advice@agd.sa.gov.au)

### Study Adelaide

For more information about Adelaide, study options, accommodation, key questions, news and events, useful information and personal insights on living and studying in Adelaide.

[www.studyadelaide.com](http://www.studyadelaide.com)

Telephone: 8410 1311

Email: [studyadelaide@studyadelaide.com](mailto:studyadelaide@studyadelaide.com)

### Tertiary Accommodation Services

Flinders University

[www.flinders.edu.au/students/future/accommodation.html](http://www.flinders.edu.au/students/future/accommodation.html)

TAFE South Australia

[www.tafe.sa.edu.au/students/pages/student-services/student-support/](http://www.tafe.sa.edu.au/students/pages/student-services/student-support/)

University of Adelaide

[www.adelaide.edu.au/accommodation/options/](http://www.adelaide.edu.au/accommodation/options/)

University of South Australia

[www.unisa.edu.au/accommodation/](http://www.unisa.edu.au/accommodation/)

### Translating And Interpreting Service

This fee-based service can help you translate documents such as your Tenancy Agreement.

Telephone: 131 450.



**CENTRAL COMMUNITY  
LEGAL SERVICE**

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