

What do I need to know before moving in? (rooming houses)

tenancy agreements

Some rooming houses do not require you to sign a tenancy agreement (or lease). However, if you do sign a fixed-term tenancy agreement, you will be covered by the 'residential tenancies' provisions of the *Residential Tenancies Act (RTA) 1997*, which means that the rights and responsibilities that apply to tenants in private rental will also apply to you in relation to your room.

Your rooming house accommodation provider may not call the agreement a 'tenancy agreement' or 'lease'. However, if it has the character of a tenancy agreement, you may still be covered by the 'residential tenancies' provisions of the RTA. Otherwise you will be covered under the 'rooming house' provisions of the RTA (unless the rooming house is formally affiliated with an education provider).

Some student hostels may also fall within the definition of a rooming house. Legal coverage is a complex issue so if you are not sure how it applies to you, contact the Tenants Union for advice.

➔ Remember that a lease is a legally binding agreement—never sign or agree to anything that you are not sure about or do not understand.

bond, rent in advance & other expenses

Rooming house accommodation providers can ask you to pay a bond, but it cannot be more than 14 days' rent. The bond is used as security for the landlord against potential loss or damage caused by the tenant.

They can also ask you to pay rent 14 days' rent in advance (unless you sign a residential tenancy agreement, in which case the bond and rent in advance may each be equivalent to one month's rent).

➔ If you do pay a bond, the owner must lodge your bond money and a Bond Lodgement form with the Residential Tenancies Bond Authority (RTBA) and provide you with a completed Condition Report.

condition reports

Before your residency begins the owner/manager will inspect the room and fill in a Condition Report in order to document the condition of the room before you move in. They must give you two copies of their completed report.

It is very important that you also complete the Condition Report and record any disagreements that you have with their assessment of the room. Make a note of anything that is broken or dirty or you could be blamed for its condition at the end of your residency.

➔ It is a good idea to take photographs of anything that is in poor condition such as old or stained carpet, marks on walls or damaged curtains and blinds.

When you have filled in, signed and recorded the date on the report, return one copy to the owner/manager within 3 business days and keep the other copy in a safe place. This is your evidence of the condition of the property when you moved in and you will need it if the landlord or agent tries to make an unfair claim against your bond for damage or cleaning bills when you move out.

other documents & information

The owner/manager must give you their contact details in case urgent repairs are needed. They must also give you a booklet called *Statement of Rights and Duties*, (also known as the 'Red Book'), which outlines the rights and responsibilities of rooming house owners and residents in Victoria.

house rules

Rooming house providers can make house rules regarding use of the room and facilities. They must give you a copy of the house rules before you move in and they must apply the rules fairly to all residents. They can change

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the rules, although they must give you 7 days' written notice of this. You can challenge house rules if you think they are unfair.

case study Rajiv moved into a rooming house and was happy with the house rules except for Rule #11 - the residents are to clean the common areas and any damage or mess not fixed or cleaned will incur a cost to all residents of the house. Rajiv told the owner he felt this rule was unfair but she refused to change it.

Rajiv then decided to apply to the Victorian Civil and Administrative Tribunal (VCAT) for a decision on whether the rule was reasonable. At the hearing, the Tribunal determined that house rule #11 was unreasonable as it imposed a penalty on all residents regardless of fault. On this basis, the rule was declared invalid.

privacy & entry to your room

If you are living in a rooming house, your accommodation provider can only enter your room in certain circumstances. See our ***Rooming House Resident's Handbook*** for more information.

If you have agreed to regular access to your room for the delivery of a service (such as delivering clean laundry) at a pre-arranged time, the service should be specified in a schedule of services, provided before you move in. If you believe that the rooming house provider is entering your room illegally, contact your student housing service or the Tenants Union for advice.

See the ***Privacy*** fact sheet for more information.

➔ For more information on rooming houses, see our ***Rooming House Resident's Handbook***.

For more information phone the Tenants Union Advice Line on ☎ (03) 9416 2577.