

Looking for a new place?



BEGINNING A TENANCY

Information for Tenants

Most residential tenancies in Tasmania are covered by the Residential Tenancy Act 1997 (Act). The Act sets out the rights and responsibilities for landlords and tenants, and applies to public, private and community tenancies.

APPLYING FOR A RENTAL PROPERTY

Tenancies must be advertised at a fixed price. The landlord/agent must not invite a tenant to bid higher than the advertised fixed price. A prospective tenant may be asked to complete a written application. If an application is successful then there is still a choice to accept or decline the property. Note that people under the age of 18 may enter into lease agreements.

Many landlords and agents ask for a great deal of personal information. A prospective tenant can choose not to disclose requested information but they may be put at a disadvantage. Discrimination based on age, race, religion, parental status, sexual orientation, gender, disability or irrelevant criminal record is against the law. A landlord/agent does not have to give a reason for rejection of an application so it may be difficult to ascertain if discrimination has occurred but those who believe they may have been discriminated against can contact the Anti-Discrimination Commissioner (Ph: 1300 305 062).

DEBT COLLECTION AGENCIES

Landlords/agents are barred from accessing credit files from credit reporting agencies such as Tasmanian Collection Services under the Privacy Act. However, they can ask a prospective tenant to provide them with their credit file.

APPLICATION FEES

A prospective landlord/agent is not permitted to charge application fees, waiting list fees, inspection fees, key deposit or any other fees associated with

applications. They may only receive three types of payment prior to entering into a lease agreement:

- Rent in Advance
- Bond
- A holding fee

Only deposit-taking institutions (like banks, credit unions) are allowed to charge fees for paying rent. Other services that the landlord/agent uses to collect the rent must not charge fees to the tenant.

HOLDING FEES

A holding fee may be paid by a prospective tenant to hold the premises for more than 7 days. A holding fee will hold the premise (keep it from being rented to another party) during the time agreed. A landlord/agent is not obliged to accept a holding fee. The prospective tenant is not obliged to rent the premise when the holding fee expires, although this is the expectation. The rental does not officially commence until a lease is entered into. Sometimes a holding fee can be confused with a bond (security deposit) or rent in advance so ensure it is clear what is being paid for.

TYPES OF LEASES

WRITTEN AND VERBAL

A lease agreement can be written, spoken or a combination of both. As it is much easier to proof conditions of the lease, when they are in writing, we strongly recommend to opt for written leases and also get additional agreements (e.g. if tenant and landlord/agent agree on a fresh coat of paint on the walls as a condition for the lease) in writing.

If the lease agreement is written, it must be printed in 10 point font or larger and the tenant must be given a copy within 14 days of the start of the agreement. The landlord and/or agent must provide tenants with their name and current address. Costs incurred in the preparation of a lease agreement are to be paid by the landlord/agent.

FIXED AND NON-FIXED TERM

Lease agreements can be fixed term - with an end date OR non-fixed term - no end date. Many verbal lease agreements have no end date and are considered a non-fixed term lease.

The type of lease changes the rules for ending a lease!

Ending a Fixed Term Lease: At the end of a fixed term lease a tenant does not need to leave unless they wish to OR have been given a valid Notice to Vacate. If they have not been provided a Notice to Vacate or sign a new lease before the end date of their current lease, the tenant immediately moves on to a non-fixed term lease with all conditions of the original lease remaining. If the tenant wishes to leave, they should provide the landlord with a Notice to Terminate.

Ending a Non-Fixed Term Lease: A lease of this type can only be ended when the tenant wishes to move (and provides a Notice to Terminate) or the landlord provides a valid Notice to Vacate with valid reasons to evict a tenant.

Further Info: [Notice to Vacate Fact Sheet](#).

BONDS

[Please refer to our BONDS Fact Sheet.](#)

In brief, Bonds are held with the Rental Deposit Authority, **not the landlord**. The maximum bond allowable is 4 times the weekly rent. Bond is not to be charged for boarding premises. If renting from an agent, the bond can be paid directly to them and they will lodge it with the RDA.

CONDITION REPORT

If a landlord/agent requires a bond, they must provide two copies of a condition report stating the condition on or the day before the tenant occupies the premises. The tenant must return one signed copy to the landlord/agent within 2 days with any disagreements clearly noted. It is a good idea to take date-marked photos prior to moving in. A

condition report is evidence describing the condition of the property at the beginning of occupancy that can be relied upon to decide damage and bond disputes.

CONDITION OF THE PROPERTY

A landlord/ agent must ensure that the premises they start a lease for comply with the minimum standards as defined in the *Act*. In brief that means that the premises must be weatherproof, structurally sound, in good repair and clean. Furthermore there are required amenities like adequate heating in the main living area, suitable cooking facilities, water supply and ventilation, as well as safe electrical wiring and power points. See our Minimum Standards fact sheet for more information.

PRE TENANCY CHECKLIST

This is a general list of items a tenant may consider when viewing a property. Some of these points are dependent on what a tenant is comfortable with (TC), others fall under the minimum standards (MS) and can be legally enforced.

- Can the phone or internet be connected? (TC)
- Are there sufficient power points? (MS/TC)
- Is the lighting sufficient? (MS/TC)
- Is there sufficient heating (MS/TC)
- What are costs for heating? (TC)
- Will there be water/power charges? (TC)
- Is the water pressure adequate? (TC)
- Is there good ventilation to wet areas? (MS)
- Is the property clean and in good repair? (MS)
- Is there evidence of insects or rodents? (TC)
- Do all doors lock properly? (MS)
- Do all windows open and lock? (MS)
- Do the windows have screens? (TC)
- Are all fences secure and do gates close? (TC)
- Is there a clothes line? (TC)
- Is the yard a suitable size? (TC)
- What are the gardening responsibilities? (TC)
- Is there adequate car parking available? (TC)

USEFUL CONTACTS

Tenants' Union of Tasmania (TUT)

166 Macquarie Street Hobart

☎ 6223 2641 or 1300 652 641

www.tutas.org.au

Residential Tenancy Commissioner

(Consumer Affairs & Fair Trading)

☎ 1300 654 499

Legal Aid Commission of Tasmania

☎ 1300 366 611

Housing Connect

☎ 1800 800 588

Equal Opportunity Tasmania

(Anti-Discrimination Commissioner)

☎ 6224 4905 or 1300 305 062

Women's Legal Service

☎ 1800 682 468

Hobart Community Legal Service

☎ 6223 2500

TUT @ Launceston Community Legal Centre

☎ 1800 066 019

TUT @ North West Community Legal Centre

☎ 6424 8720