

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. (Since October 2014). 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

For all new leases after the 1st October 2014 and for all leases after the 1st December 2015, 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 to 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 it is you are paying for.

TYPES OF TENANCIES

WRITTEN AND VERBAL

A lease agreement can be written, spoken or a combination of both. If 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

**Tenants'
Union of
Tasmania**

The information in this fact sheet is not legal advice. It is intended as a guide only. It applies only to legislation current in Tasmania as at 1 September 2015. For information regarding a specific tenancy problem, please phone the Tenants' Union on (03) 6223 2641 or 1300 652 641. The Tenants' Union of Tasmania Inc accepts no responsibility for actions based on this information, nor for actions based on electronic translations of this.

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 or non-fixed term, and the difference changes the rules for ending a lease. A lease agreement with an end date it is a fixed term lease. If there is no end date this is a non-fixed term lease. Many verbal lease agreements have no end date but a landlord must still have valid reasons to evict a tenant, see the Notice to Vacate Fact Sheet.

At the end of a fixed term lease a tenant does not need to vacate the premises unless they have been given a valid Notice to Vacate or wish to leave. If the landlord/agent does not give a valid Notice to Vacate within 28 days of the end date, you move on to a non-fixed term lease with all conditions of the original lease remaining.

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 to not 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

You should presume that everything functions as intended unless you are told otherwise or it is reasonable to assume that it didn't function as intended. It is difficult to prove verbal conditions of a lease, so it is best to have all agreements in writing, especially matters relating to conditions, updates or repairs which are discussed while inspecting a property. Please see the Minimum Standards Fact Sheet for detailed information.

PRE TENANCY CHECKLIST

This is a list of items which you may wish to consider when viewing a property, these may or may not apply to the properties you are considering and you may have other needs as well. Confirming all the details in writing is best done before the lease is signed.

- Can the phone or internet be connected?
- Are there sufficient power points?
- Is the lighting sufficient?
- Is the property big enough?
- Is there adequate car parking available?
- Does the heating work, what are costs ?
- Does the property run off tank water or is there a water meter?
- Is the water pressure adequate?
- Is there good ventilation to wet areas?
- Is the property clean?
- Are there many insects around?
- Do all doors lock properly?
- Have previous tenants returned their keys?
- Do all windows open and lock?
- Do the windows have screens?
- Are all fences secure?
- Do all gates close securely?
- Is there a clothes line?
- Is the yard a suitable size?
- Will you be able to look after the garden?

USEFUL CONTACTS

Tenants' Union of Tasmania Inc
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

Anti Discrimination Commission
☎6224 4905 or 1300 305 062

Women's Legal Service
☎1800 682 468

Hobart Community Legal Service
☎6223 2500

Launceston Community Legal Service
☎1800 066 019

North West Community Legal Service
☎6424 8720