

Legal Studies Foundation - LST215117

Questions and case studies

The assessment tasks provided below are designed to allow learners to demonstrate understanding of the basis of Tasmanian tenancy laws and how they are placed within consumer rights and how these rights are protected by law.

NB: The answers in bold text are the correct choice

Criteria:

The assessment for Legal Studies Foundation will be based on the degree to which the learner can:

1. Communicate legal ideas and information
2. Plan and organise to complete legal related activities
3. Describe need for law, its sources and categories
4. Na
5. Na
6. Describe Australian consumer law and its application
7. Na
8. Na

Lesson One – Introduction to the Act

Case study

Simon and Debbie have been dating for a couple of years and have decided to move in together. After a few weeks of looking, they find the perfect house and put in an application, they include references from both of their current landlords, and from their employers. After several days they receive notification from the agent that their application was unsuccessful. The agent explains that the owner had a preference for a married couple as they felt they would be more stable.

What are Simon and Debbie's rights in this situation?

What action can they take?

Quiz

1. Which of the following people are NOT covered by the Act?
 - a. Sally and her son who live in a Housing Tasmania townhouse
 - b. Thanh who rents a room in a 6-bedroom house. Her weekly payment covers her room as well as the costs of power and water and dinner each night. She shares a bathroom with 3 of the other tenants.
 - c. Bob who lives in a granny flat attached to a 2-bedroom house owned by his sister Jan. Jan lives in the main house. Bob has basic cooking facilities in the flat and his own bathroom. They share a mailing address.

- d. Samira and Jay who are both students living in their friends house while their friends travel overseas for a year. They pay a small amount of rent plus electricity and phone bills, and are looking after their friends' cats. It is a verbal arrangement.
 - e. Scott who lives in a big house full of students. The house is owned by the University Union.
- 2a. Ingrid has a fixed term lease which ended on March 20. She receives a letter from the landlord dated April 11. The letter is a notice to vacate the property. Is this acceptable under the act?
- a. Yes
 - b. No
- 2b In Ingrid's case, what would happen to the lease if such a letter were not received?
- a. The lease would be null and void and they would need to negotiate a new one.
 - b. The lease would automatically become a non-fixed lease, but all of the previously negotiated conditions would become invalid.
 - c. The lease would automatically become a non-fixed lease subject to the same terms and conditions as the previous fixed-term lease.
3. Which of the following is correct?
- a. The lease agreement and the act have equal standing.
 - b. The conditions of a lease agreement override anything in the act that is inconsistent with it.
 - c. The Act overrides anything in the lease agreement that is inconsistent with it.
4. Which of the following would be considered to be tenant responsibilities under the Act?
- a. To advise the landlord if they are going to be away for more than 2 weeks
 - b. Keep the house in the same condition as when they moved in
 - c. Ensure that any pets are removed for regular inspections

Lesson Two – Beginning a Tenancy

1. A tenant can be asked to pay which of the following at the beginning of a tenancy
- a. Bond (equal to no more than 4 weeks rent)
 - b. Rent in advance (equal to up to 6 weeks rent)
 - c. Rent in advance (equal to up to 4 weeks rent)
 - d. A pet bond

- e. A holding fee
2. What sort of things should be noted on the condition report?
- a. The number of hooks/holes in the walls in each room
 - b. The colour of the paint in each room
 - c. The type and condition of any curtains or blinds in each room
 - d. The type and condition of any floor coverings
 - e. The age and serial number of appliances such as stove and hot water service
 - f. Anything that is broken/ not working
 - g. All of the above
3. Which of the following is the correct process for the condition report?
- a. The owner gives the tenant two blank copies, the tenant completes both, signs them and returns one to the owner
 - b. The owner completes and signs two copies and gives both to the tenant. The tenant reviews and notes any differences and/or signs and endorses the document and returns one to the owner.
 - c. The owner and tenant each complete and retain their own copy. These are utilised in the case of a bond dispute at the end of the tenancy.
4. What is the role of the RDA?
- a. To resolve bond disputes between landlords and Tenants
 - b. To hold all Tasmanian residential tenancy rental security deposits
 - c. To determine and set an appropriate level of security deposits for Tasmanian tenancies
5. For tenants that are renting privately, and directly from the owner (not through an agent), how should their bond be paid?
- a. Directly to the landlord who must then lodge it with the RDA within three days
 - b. Directly to the RDA with a bond lodgement form signed by the landlord
6. When paying a security deposit the tenant should ensure:
- a. The amount is no more than the equivalent of 4 weeks rent
 - b. That they hold on to and keep ALL of the receipts they are given
 - c. That they include a copy of the condition report when submitting the bond to the RDA with the bond lodgement form.

Lesson Three – Rent and rent increases

Quiz

1. What is the maximum 'in advance' period that a tenant can be asked to pay rent?

- a. 14 days (two weeks)
 - b. 28 days (four weeks)
 - c. 42 days (six weeks)
2. A tenant rents directly from the owner who is living overseas. The tenant deposits the rent directly into the owners account by direct deposit. The tenant asks for the owner to send through a monthly receipt. The owner says that they are unable to do this. Is this acceptable?
- a. Yes
 - b. No
3. A tenant is on a lease that has recently gone from a fixed term to a non-fixed term. She receives a letter dated March 30 from the landlord advising her that as of April 30 her rent will increase by \$20 per week. Is this acceptable under the act?
- a. Yes
 - b. No
- 3a. What would be the earliest date that the rent increase could take effect?
- a. 28th May
 - b. 29th May
 - c. 30th May
 - d. 31st May
4. Which of the following bills from the landlord to the tenant are acceptable under the act?
- a. A water usage charge where a copy of the whole bill is provided
 - b. A 'gardening fee' for the pruning of rosebushes
 - c. A water usage charge for a block of flats where the usage charges are divided up according to the number of bedrooms in each of the flats
 - d. A bill for the repair of damage to a wall caused by the tenant moving furniture
5. Julie's rent is due on the 14th of every month; the amount she pays varies a little from month to month depending on how many days in each monthly period. Is this acceptable under the act?
- a. Yes
 - b. No
- 5a. Why

- a. Because according to the act the landlord must provide a standard weekly or fortnightly amount that the tenant is required to pay.
 - b. Because according to the act the tenant cannot be asked to pay more than 28 days rent in advance, this arrangement means that she would be paying up to 31 days in some months.
6. Jim rents a granny flat at the back of his landlord's house. He falls 3 days behind in his rent. He comes home from work to find that the landlord has taken his pushbike and has chained it up in the garage and tells Jim that he can have it back when he pays the rent. Is the landlord acting within his rights?
- a. Yes
 - b. No
- 6a. Why/ Why not?

This is known as 'distress' – under the act the landlord is not allowed to withhold any goods belonging to the tenant in exchange for rent – they can be fined for doing so.

Lesson Four – Repairs and Maintenance

1. Please indicate whether the following repairs are (u) urgent, (e) emergency, or (g) general.
 - a. The grill section of the stove has stopped working G*14 day repair
 - b. An attempted break-in has left the front door unable to be locked (E – this is a tricky one, but there is potential for damage to the property/ danger to the tenant if the house can not be secured. If landlord does not conduct the repair, the tenant can seek an order through the magistrates court.)
 - c. There is a leak in the roof/ ceiling which is causing rain to drip down the walls and onto the carpet E
 - d. A branch has fallen off a tree in the back yard and crushed the garden shed, you can't get to the lawn mower U
 - e. The hot water service is not working U
 - f. All of the power points suddenly stopped working, it looks like one of the fuses has blown (None, this is the tenants responsibility)
 - g. The stove blew up and nothing works U
2. In the case of an urgent repair, how long after giving notice of the need for a repair should the repair be carried out or have action taken to carry it out?
 - a. 12 hours
 - b. 24 hours
 - c. 48 hours
 - d. 72 hours

- 2a. If the repair is not carried out in the specified time, what are the tenants options?
- a. Cease all rent payments until the repair is carried out
 - b. Authorise the nominated repairer to carry out the repair
 - c. Undertake the repair themselves or get a relative who is a handyman to carry out the repair
 - d. Issue a valid Notice to Terminate
3. What is a nominated repairer?
- a. A repairer that the owner has nominated to carry our repairs on essential services. This person may or may not be listed on the tenancy agreement, but the tenant must be given their details
 - b. A repairer that the owner has nominated to carry out repairs on essential services. In order to be considered a nominated repairer they **MUST** be listed on the tenancy agreement
 - c. A repairer nominated by the tenant **OR** the owner who holds a licence to undertake the required repairs and carries out this work ordinarily.
4. In the case of general repairs, how long does the landlord have to carry out the repairs?
- a. 24 hours
 - b. 7 days (one week)
 - c. 28 days (four weeks)
- 4a. If the owner does not carry out general repairs in the required time, what options does the tenant have?
- a. Put up with it until the repairs are done
 - b. Seek a suitable repairer to carry out the repair and seek reimbursement from the landlord
 - c. Seek an order from the Residential Tenancy Commissioner to get the repairs done
 - d. Terminate the lease on the basis that the landlord has breached the agreement
5. If the tenant has authorised and paid for a repair by a suitable repairer, what process should they take to get reimbursed?
- a. Give the landlord a copy of the receipt, and a statement from the tenant regarding the cause for repairs.
 - b. Give the landlord a copy of the receipt, the account from the repairer, a statement from the repairer regarding what repairs were undertaken and the apparent cause for repairs, and before and after photos.
 - c. Give the landlord a copy of the receipt, the account from the repairer, a statement from the repairer regarding what repairs were undertaken and the apparent cause for repairs.

Case Study 1

Jay's 10 year old son accidentally hits a cricket ball through the front window of the house they rent. Jay arranges for a handy man that the owner has listed in the tenancy agreement to come around and fix the window, and asks for the invoice to be sent to the owner. Is Jay acting within his rights as a tenant?

No, as Jay's son is responsible for the damage to the property, Jay is responsible for the cost of repair. If the damage had occurred at no fault of Jays (such as a car flicking up a stone while driving past) the landlord would be responsible for the cost of repair.

Case study 2

Sarah's stove breaks down, so she notifies the landlord and after two days she has not heard anything back, so she arranges for a suitable repairer to come and look at the stove. The repairer says that they can replace a small part that will get it going temporarily, but the stove is very old, and the entire element needs replacing. Sarah authorises the repairer to replace the element. Has she acted according to her rights/responsibilities under the Act? Why or why not?

No, in the case of an urgent or emergency repair, the repair only needs to be to the point of making the item functional, after which it will become a general repair, which the landlord will then have 28 days to carry out. Sarah can not authorise any repairs beyond that.

Lesson Five – Right of entry & quiet enjoyment

Quiz

1. What does a tenant's right to 'quiet enjoyment' mean?
 - a. The tenant must not make excessive noise
 - b. The neighbours must not make excessive noise which interferes with the reasonable peace, comfort and privacy of the tenant
 - c. The landlord must not interfere with the reasonable peace, comfort and privacy of the tenant.

2. In which of the following situations can the landlord enter the premises *without* the permission of the tenant.
 - a. The landlord reasonably believes that the premises has been abandoned
 - b. The tenant is more than 14 days in rent arrears
 - c. The landlord believes that the tenant is at immediate risk
 - d. The landlord reasonably believes that damage has occurred to the premises.
 - e. The landlord needs to check on repairs that have been carried out on an essential service

3. What is the accepted frequency of inspections in an ordinary (non-boarded) property?

- a. Once a month
 - b. Within the first month and then once every three months
 - c. Within the first three months and then one every six months
4. What period of written notice is required for a landlord to enter a property to ensure that repairs have been carried out?
- a. None
 - b. 24 hours
 - c. 48 hours
 - d. One week
5. With what period of notice can a landlord enter a property to show it to prospective tenants?
- a. None
 - b. 24 hours
 - c. 48 hours
 - d. One week
6. How often is the landlord able to show the property to prospective Tenants?
- a. No more than twice per day and five days per week
 - b. No more than once per day and seven days per week
 - c. Whenever they want so long as the tenant agrees and it is between the hours of 8am and 6pm
 - d. No more than once per day, five days per week and only between 8am and 6pm

Lesson Six – Ending a tenancy

Case study

Amrita is in month 10 of a 12 month fixed term lease in Launceston when her work offer her a promotion which requires her to relocate to Hobart in one months time. She speaks to the landlord and they agree to let Amrita end the tenancy one month early without any consequences. Three weeks after moving out she receives a letter from the landlord, which includes a bill for two weeks rent. The landlord says this is to account for the time between when she moved out and a new tenant moved in.

What rights does Amrita have in this situation?

- a. None, she must pay the two weeks rent because her moving out constitutes early vacation.
- b. Amrita does not have to pay the rent as she and the landlord had a mutual agreement to end the lease early.
- c. A fixed term tenancy agreement is a binding contract and it will be hard for the tenant to prove what was agreed with the landlord unless the agreement to end the tenancy early is in writing.

Case Study

Billie is nearing the end of a 12-month fixed term lease, in an informal conversation with the private landlord; the landlord indicates that they do not intend to renew the lease, and they expect Billie to move out at the end of the lease. Billie does not really want to move as she is happy in the property. One week from the date that the lease is due to end, Billie has not heard anything further from the landlord. What should Billie do?

- a. Move out on the date that the lease ends.
- b. Move out 14 days after the date that the lease ends
- c. Nothing, Billie should wait to receive a formal Notice to Vacate from the owner.
- d. Billie should contact the owner and request a formal Notice to Vacate

Two weeks after the end date of the fixed term lease, Billie receives a Notice to Vacate giving her 14 days to move out. Can the landlord do this?

- a. Yes
- b. No

Quiz

1. Which of the following is served by the tenant to the landlord?
 - a. A notice to vacate
 - b. A notice to terminate
 - c. An early vacation agreement

2. What is the minimum notice period for a notice to terminate?
 - a. 7 days
 - b. 14 days
 - c. 28 days
 - d. 60 days

3. Can a landlord issue a notice to vacate on the grounds that the property has been sold pursuant to the Land Titles Act?
 - a. No
 - b. Yes, but only if the lease is non-fixed and with 60 days notice
 - c. Yes, but only if the lease is non-fixed and with 28 days notice

4. A tenant issues a notice to terminate on the basis that the landlord has not carried out a general repair within the prescribed time period (28 days). If the landlord then completes the repair, is the NTT still valid?
 - a. Yes
 - b. No

5. A tenant issues a Notice to Terminate on the basis that the landlord is unreasonably interfering with their quiet enjoyment (turning up without notice at least once per week). During the 14 day NTT notice period, the landlord does not come around at all. Is the NTT still valid?
 - a. Yes
 - b. No

6. How many times in a 12-month period can a tenant be given a NTV on the basis of rent arrears (presuming that they pay the arrears each time before the notice takes effect)?
 - a. Three (on the third time they have to vacate)
 - b. Four (on the fourth they have to vacate)
 - c. No limit

7. How many times in a 12-month period can a tenant be given a Notice to Vacate on the grounds that they have breached the agreement by causing a nuisance (holding excessively loud and frequent parties)? (Presuming that they rectify the breach during the notice period)
 - a. Three (on the third time they have to vacate)
 - b. Four (on the fourth they have to vacate)
 - c. No limit

8. A tenant on a non-fixed lease is entitled to how many days notice to vacate if the premises are to be used for another purpose (i.e. the owner wants to move back in)?
 - a. 14 days
 - b. 42 days
 - c. 28 days

9. In the case of an early vacation where the tenant vacates the property two months prior to the end of a 12-month fixed term lease, what percentage of the advertising fees is the tenant liable for?
 - a. None if they gave the landlord 14 days notice
 - b. 16.67%
 - c. 100% but only if a tax invoice is provided to prove costs

10. Which of these situations would be an example of the landlord acting to 'mitigate losses' where a tenant has broken the lease.
 - a. Using the unexpected vacancy time to repaint the house and then advertising it for greater rent
 - b. Taking all reasonable steps to find a new tenant for the property and not refusing any suitable tenant applications.

- c. Billing the tenant for any reasonable expenses they have incurred as a result of the tenant breaking the lease.

Lesson Seven – Bond return

1. How many days should a tenant wait to be provided with a copy of the signed bond release form by the landlord?
 - a. 2 (48 hrs)
 - b. 3
 - c. 7

2. If the tenant receives notice that the landlord is making a claim on the bond (withholding some of the bond for repairs/ cleaning/ rent arrears), but they have not received a form yet, what should they do?
 - a. There is nothing they can do
 - b. Lodge their own bond claim form with the RDA, providing evidence of the condition of the property.
 - c. Gather together any evidence to dispute the claim and lodge it within five working days
 - d. Gather together any evidence to dispute the claim and lodge it within 10 days
 - e. Make an appeal to the Magistrates court

3. What sort of things would be useful to have as evidence when disputing a bond claim?
 - a. The condition report from the beginning of the tenancy
 - b. Receipts for carpet cleaning or any other professional cleaning
 - c. Rent receipts
 - d. Photographs of the property
 - e. Statutory declarations or other evidence regarding the cause of any damage to the property
 - f. Relevant communication (letters/ emails) between the tenant and landlord
 - g. All of the above

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Repair Scenarios

Refer to Sections 32, 33 and 34 of the Residential Tenancy Act (1997) and for each repair scenario determine if the category of repair is Emergency, Urgent or General. For each scenario indicate how much time the owner is afforded to carry out the repairs

- The grill section of the stove has stopped working
Emergency/ Urgent/ General
- An attempted break-in has left the front door unable to be locked
Emergency/ Urgent/ General
- There is a leak in the roof/ ceiling, which is causing rain to drip down the walls and onto the carpet
Emergency/ Urgent/ General
- A branch has fallen off a tree in the back yard and crushed the garden shed, you can't get to the lawn mower
Emergency/ Urgent/ General
- The hot water service is not working
Emergency/ Urgent/ General
- All of the power points suddenly stopped working, it looks like one of the fuses has blown
Emergency/ Urgent/ General
- The stove blew up and nothing works
Emergency/ Urgent/ General