

Leaving? Staying? Staying safe.



# Family Violence

Information for Tenants

Family violence is likely to have an impact on a person's living arrangements. Unfortunately, the Residential Tenancy Act 1997 only includes two sections that may assist tenants experiencing family violence.

In any situation, if you want to break or terminate your lease, check our Leaving Leases Early fact sheet to understand, which options may be available to you.

If you decide to remain in your rental property, you can have the perpetrator taken off the lease. You can also change the locks without requiring the landlord's consent.

## Have the perpetrator taken off the lease

If you are on a fixed term lease you can have the perpetrator taken off the lease, which will revoke their right to enter the premises. To have the perpetrator taken off the lease, the victim needs to apply for a family violence order (FVO) and request in the Magistrate's Court that the perpetrator be removed from the lease agreement. Neither the perpetrator's nor the landlord's permission is required to remove the perpetrator from the lease.

Removing the perpetrator off the lease will revoke their right to enter the premises. If they seek to enter again, they will be trespassing and the victim can call the police to have them removed. If damage occurs to the property through the fault of the perpetrator after they were removed from the lease, the tenant is not liable for the damage. If damage has occurred, you should keep a written record as well as contacting the police.

The disadvantage of having the perpetrator removed from the lease is that you may be liable for the full rent as well as the perpetrator knowing where you live.

If you are having difficulty paying the rent you may discuss adding someone to the lease or subletting a room with your landlord to cover costs.

## NEW Recent amendments

Recently, the Act was amended and amendments have come into effect as of 7 May 2019.

In short, the amendments provide the court with two additional options:

- Terminate the lease agreement (i.e. no lease agreement between tenants and landlord); or
- Allow the victim to be taken off the lease agreement (i.e. a lease agreement solely between perpetrator and landlord).

## Change the locks

If a Family Violence Order or Police Family Violence Order is in place to protect a tenant, the tenant may change the locks and security devices without having to wait for the consent of the landlord. Note though that you will need to provide the landlord with the new keys as soon as practicable.

## CONTACTS

Tenants' Union of Tasmania (TUT).....6223 2641 or 1300 652 641

TUT @ North West Community Legal Centre.....6424 8720

Women's Legal Service.....1800 682 468

Engender Equality.....6278 9090

Housing Connect.....1800 800 588

Hobart Community Legal Service.....6223 2500

Equal Opportunity Tasmania.....6224 4905 or 1300305 062

## Tenants' Union of Tasmania

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