

Moving In With Others?



SHARE HOUSE LIVING

Information for Tenants

Share housing is covered by the Residential Tenancy Act 1997. This means that the legislation guides what can and can't occur in relation to the lease agreement covering a share house, and any lease agreement must comply with the legislation.

Some things that you may need to be aware of are:

Fees and Charges

Prospective tenants cannot be charged a fee to look at or apply for housing, to be provided with keys to inspect a property or to be put on a waiting list for a rental property.

Tenants can be charged rent in advance, bond or a holding fee.

Lease Agreements – The Contract

All agreements, whether in writing or verbal are covered by the Residential Tenancy Act. Tenants who will be sharing and who all sign a lease agreement are known as joint tenants. This means that you jointly share the rights and responsibilities with the other tenants.

Each person on the lease is 'jointly and severally liable' for any debts or damage that arise during the tenancy. This means that if there is a debt all those named on the lease can be pursued, or just one.

As a tenant in a share house you can be held responsible for any debts incurred by another tenant. Don't panic! If this does happen you can legally pursue the other tenant to retrieve your money.

Before signing a lease, take your time and read it through. If you don't understand it, get some advice before you sign.

It is a good idea for each tenant in a share house to have a copy of the lease.

Bond

Tenants can only be charged the equivalent of four weeks rent as bond. For example: if the rent is \$180 per week the bond can only be a **maximum** of \$720.

In a share house it is important for each tenant to have their name and portion of the bond paid recorded on the receipt. For example: 3 tenants share the property. The bond is \$720 in total. Each tenant's share is \$240.

It is a good idea to make sure each tenant has a copy of the receipt for their own records.

Rent

Your lease will tell you how often rent is to be paid (the payment period). In most cases rent is paid weekly or fortnightly in advance. In Tasmania, rent can be charged up to four weeks in advance.

As tenants you will be required to pay your rent in advance for the payment period. This means that you pay your rent to live in the property for the coming week or fortnight. For example: If your rent is \$180 per week to be paid fortnightly, at the start of the tenancy, say the 1st of June, you would need to pay \$360. Rent is again due on the 15th of June (\$360).

It is important in a share house to know that your rent has been paid. It is a good idea for each tenant to have a copy of the rent receipts. Tenants make the decision of how much each person will contribute. It is a good idea to sort this out before you sign the lease.

When in a share house some decisions need to be made about the various amounts of rent each person pays. Some households have equal rent, some have a discount for small rooms or if a couple share a room, others have discounts for doing extra chores such as mowing. Be sure that all joint tenants are clear about their rent and where possible get it in writing.

**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 the state of Tasmania, Australia as at 01 January 2009. 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.

Condition Reports

If you have paid a bond the landlord/agent is to provide you with a condition report. This document provides you with details of the condition of the property at the start of the lease. For example: The condition report may state that the carpets are clean. Walls in good condition. Oven and hot plates working.

It is very important that tenants check the property against what is marked on the condition report. If you do not agree then you may make your own comments. For example; Carpets not clean, burn marks in front of fireplace. Finger marks on wall in lounge room, kitchen window cracked.

Condition reports are the record of the state of the property when the tenancy began. Tenants are required to leave the property in the same condition (except for reasonable wear and tear) as when you find it. If marks, cleanliness or damage is not marked on the condition report the tenant may be required to pay the owner the cost of 'fixing' the problem.

Subletting

If you want to sublet the property, or a single room in the property you are renting, you must have permission from the landlord/agent. The landlord/agent cannot unreasonably refuse or charge you for giving consent.

Privacy and Quiet Enjoyment

You should be given at least 24 hours notice before any inspection is carried out. An inspection can occur in the first month of your tenancy. After that it is once every 3 months. There are different rules regarding open homes and letting prospective buyers look at the property (for more details see our brochure Access & Privacy).

Landlord/agents cannot interfere with the way you live in the property but they can take action if you are causing a nuisance or damaging the property. For example: The owner cannot tell you that no-one can stay the night. They can ask you to stop having parties that go until 2am every Friday.

Landlord/agents cannot come to the property without notice or without a genuine reason. Again, see our brochure Access & Privacy for more details.

Other Things to Consider

Housework

- Do you all need to make a roster so the housework gets done fairly?
- Does everyone do everything in equal shares, or do some people prefer some chores to others?
- Does the landlord pay for the gardening or is it the responsibility of tenants?

Food

- Is food bought together (communally)?
- Is food cooked together (communally)?
- How is food stored?

Bills

- Is there a shared telephone, and if so how will the bill be split (calls and line rental)?
- How will electricity and gas bills be divided?
- If there is an internet connection, who uses it and how will it be divided?

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

Private Rental Tenancy Support Service
☎1300 729 400

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