



SHARE HOUSE LIVING

Information for Tenants

Co-Tenancy v. Sub-leases

Two or more tenants with a shared relationship to the landlord/agent are considered **co-tenants**. Often you can tell if you are in a co-tenancy if there is more than one person listed on the lease as a tenant. Co-tenants are joint and severally liable for paying the rent and damage, meaning the landlord/agent may come after any of the co-tenants for the full rent or damage even though another tenant moves out or is responsible for the damage. Co-tenants can then sort out any debts between themselves.

Sub-tenants are those with a lease agreement with the 'head' tenant(s) and generally have no direct relationship with the landlord/agent.

Sub-tenancies are permitted under the following two conditions: 1) the 'head' tenant(s) must occupy the premises and 2) the 'head' tenant(s) must get consent from the landlord/agent. The landlord/agent must not unreasonably withhold consent. A Bill currently before Parliament may change these conditions so check the Tenants' Union website for updates. Sub-tenancies are not covered under the Act but an agreement will be subject to general contract law.

Applying for Properties

Many landlords/agents require a great deal of personal information. You can choose not to disclose requested information but you 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. Landlord/agents do not have to give reasons for rejecting an application so it may be difficult to prove discrimination but if you think you have been discriminated against contact the Anti-Discrimination Commissioner (1300 305 062).

If your application is successful then you have the choice of whether to accept or decline the property.

Note that people under the age of 18 may enter into lease agreements.

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
- A holding fee
- Bond

Bond

In most circumstances, bonds are held with the Rental Deposit Authority (RDA) **not** the landlord. The maximum bond allowable is 4 times the weekly rent. Bond is to not be charged for boarding premises. For tenants finding it difficult to raise the bond, assistance is available (see back page).

Paying a Bond

If you are renting from an agent, you can pay the bond directly to them and they will lodge it with the RDA. Otherwise tenants need to get a Bond Lodgement form signed by the landlord and take it with the bond amount to a Service Tasmania branch or post it to: Rental Deposit Authority, GPO Box 1244, Hobart TAS 7001.

You will receive a receipt that is often required to be shown to the landlord in order to get access to your property.

Transferring a Bond

Tenants moving in or out may need to fill out a Tenant Transfer Form. Generally incoming tenants lodge the form with the RDA through Service Tasmania and pay their bond to the outgoing tenant.

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 1st October 2011. 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.

Rent

Rent is required to be paid in advance during the term of the lease. In other words, you pay for time that you will be in the property, not the time you have already been in the property. The amount you have to be in advance depends on your **payment period** which is how often you have to pay rent according to the lease. A payment period cannot exceed four weeks (or two weeks for boarding premises) and therefore it is against the Act to charge by the calendar month. 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.

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. Be sure that all joint tenants are clear about their rent and where possible get it in writing.

Condition Report

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. 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. You must return one signed copy to the landlord/agent within 2 days with any disagreements clearly noted. You should also take date-marked photos prior to moving in.

It is 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, finger marks on wall in lounge room, kitchen window cracked.

USEFUL CONTACTS

Tenants' Union of Tasmania Inc
166 Macquarie Street Hobart
☎6223 2641 or 1300 652 641

www.tutas.org.au

Rental Deposit Authority (MyBond)
Residential Tenancy Commissioner
(Consumer Affairs and Fair Trading)
☎1300 654 499

www.mybond.tas.gov.au

Private Rental Tenancy Support Service
(PRTSS)
☎1300 729 400

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 landlord/agent the cost of 'fixing' the problem.

Privacy and Quiet Enjoyment

You must be given at least 24 hours notice before any inspection. An inspection can occur in the first month of your tenancy and then once every 3 months.

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 interrupt the neighbourhood.

Landlord/agents cannot come to the property without notice or without a genuine reason. 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)?

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?

BOND ASSISTANCE

The following organisations offer bond and rent assistance for tenants on low incomes.

Colony 47 CASH
466 Elizabeth St Hobart
☎6231 2182

Anglicare
122 Elizabeth St
Launceston
☎6334 6060

Anglicare
2nd Floor Days Building Best St
Devonport
☎6424 8581