

Rental rights for international students support workers

Professional development
session on 17 October 2024

Presented by: Ben Cording, Lead
Community Education Lawyer



**Tenants
Victoria**



Acknowledgement of Country

Our offices are on Wurundjeri Woi Wurrung Country.

Our work gives us a special insight into the value of place and home, and we respect the Wurundjeri people's ongoing connection to Country, culture, and community.

We also acknowledge the connection of all First Nations peoples on whose Country Victoria is today situated.

We recognise that sovereignty was never ceded and pay our respects to Elders past and present.



Disclaimer

These slides include mock orders, applications and support documents for illustrative purposes, and are not a substitute for legal advice.



Topics



→ Introduction

→ Legal rights and responsibilities

→ Common renting arrangements

→ Applying for rentals

Topics (cont.)



→ Bonds

→ Repairs

→ Finding help

→ Introduction



Learning objectives



1. To gain a general understanding about rental laws when rental issues arise.
2. To know the access points for legal support services if a rental matter involves legal issues arise.
3. To support and empower students to resolve rental issues through Tenants Victoria resources.

About Tenants Victoria



- Peak body for the state's almost 2 million renters.
- Formed in 1974 when renters living in an apartment block in Parkville came together to challenge their landlord about repairs and rising rents.
- Tenants Victoria works to empower renters by offering legal help, renter rights education and training.

→ Legal rights and responsibilities



Your legal rights as a renter



A legal right - is a way to require someone else to do, or stop doing, something.

You need to **use your legal rights** if things aren't fair according to the law.

The laws for renting a home are found in the [Residential Tenancies Act 1997](#). It is the law relating to renters and landlords and sets out their responsibilities and rights. It also provides ways for disputes to be resolved at VCAT.

Renters' rights



Renters' rights include:

- 'Quiet enjoyment', which means being able to use the rented property as a home and not be disturbed or harassed by the landlord or be affected by other issues that the landlord has control over.
- Limits on entry to the rented home. The landlord may only enter the rented home as allowed under the Residential Tenancies Act.

Renters' responsibilities



Renters' responsibilities include these things:

- Must not use the premises for an illegal purpose.
- Must not cause a nuisance or interfere with the reasonable peace, comfort or privacy of neighbours.
- Must avoid damaging the property and any common areas. Common areas include hallways, driveways, gardens and stairwells. Where damage occurs, the renter must notify the landlord in writing.
- Must keep the property reasonably clean.
- Must allow entry to the property if the correct notice has been given.

Landlords' responsibilities



Landlords' responsibilities include these things.

Minimum standards

- Minimum standards set out basic standards for all rental properties.
- Landlords must ensure that the rented property complies with these **minimum standards**, and is vacant and reasonably clean when the renter moves in.
- For the list of minimum standards see Tenants Victoria's website page [Minimum standards](#)

Property in good repair

- Landlords must maintain the property in **good repair** and in a **fit condition for occupation**.
- The landlord must do repairs even if the house is old, or the damage was there when the renter moved in, or the renter is paying a low rent.
- All repairs must be done by a 'suitably qualified person'.

→ Common renting arrangements



Common rental arrangements for students



- **Renting under a rental agreement (lease)** – If you pay rent and have a space that is specifically yours to live in, you may have a rental agreement, even if you don't have a written contract.
- **Living in a share houses** – You and at least one other person live in the rented property and are on the same rental agreement.
- **Living in a rooming house** – A rooming house is where 4 or more people each rent a separate or shared room and have some shared spaces like a kitchen. These are regulated by the Residential Tenancies Act.
- **Being a boarder (sometimes called a licensee)** – If you live with someone else but are not on the rental agreement, you may be a boarder, or 'licensee'. You could be more easily evicted as you don't have the same rights as a renter.

Common rental arrangements for students (cont.)



- **Student accommodation (zoned by local council)** – Some accommodation is ‘zoned’ by the local council, so that only students are allowed to live there. The operators of such accommodation must still follow the law under the Residential Tenancies Act.
- **Student accommodation (‘formally affiliated’)** – The Residential Tenancies Act does not apply to accommodation that has a written formal affiliation with an educational institution. A sign must be displayed in the building to say the Residential Tenancies Act does not apply.
 - If the Residential Tenancies Act does not apply, you may still have rights under another law, the *Australian Consumer Law and Fair Trading Act 2012*.
- If you are unsure about what laws apply to you, you can contact Tenants Victoria to find out, or apply to VCAT for a hearing to determine if the Residential Tenancies Act applies to you.

Share houses



A share house exists when 2 or more people are on the same rental agreement.

They are called **co-renters**.

Co-renters are 'jointly liable'. This means:

- Rent is a joint responsibility of all renters
- The rental agreement does not end until all renters have moved out
- Any debt, or order made by VCAT, can be fully enforced against each renter
- VCAT will not deal with disputes between renters of the same house unless there is family violence or personal violence.

See Tenants Victoria's website page [Share houses](#).

Rooming houses



A rooming house is a building or apartment where at least 4 people rent rooms, some of which might be shared. It is run by a rooming house operator.

Residents have separate agreements with the operator, who decides who lives there without consulting the residents.

Rooming houses must be registered with local council and the operator must be registered and licenced to run a rooming house.

See Tenants Victoria's website page [Rooming houses](#)

Unregistered rooming houses



There are many illegal and unregistered rooming houses.

If you find yourself living in an unregistered rooming house:

- You have done nothing wrong and cannot get into trouble for it.
- The rooming house operator must still follow the law as set out in the Residential Tenancies Act.

If you are unsure if you live in an unregistered rooming house seek advice, such as from Tenants Victoria or a community legal centre.

→ Applying for rentals



Practical tips for renters



- Don't pay anything in cash.
- Always take photos whenever you move in and move out of a property.
 - Make sure your photos are backed up in the cloud, such as iCloud or Google Photos.
- If you are being ignored, put issues in writing, and use phrases such as:
 - 'We would like to resolve this amicably, but if I don't hear from you by [time], I will apply to VCAT.'
- Always try to be the good person in the dispute.
 - **Never refused to pay your rent.** There are other options such as Consumer Affairs Victoria's Rent Special Account. You apply to VCAT for rent to be paid into this account. The landlord does not receive it until the issue is sorted out.
- **Get advice early!**

Applying for your first rental



Be prepared and have relevant documents ready when you apply:

- Identity documents
- Payslips (if any, including from home country) and evidence of employment (past and current)
- Seek and provide evidence about the education program, the length of the program and the success of past students as good renters
- References from your previous living situation or character references – you may wish to obtain consent from the person to be contacted

You do not have to provide information if you are not comfortable with doing this. However, more information may assist your application.

Seek feedback from the real estate agent if you are not successful.

Other ways to find a rental



Take over someone else's rental agreement

Take over a rental agreement for the entire rental home when the previous renter breaks the agreement.

Join or replace a housemate (co-renter) in a rental agreement

Replace a person who is leaving a shared household. You are taking over part of the rental agreement.

What the law says

You need the landlord's written consent to change who is on the rental agreement. This is sometimes called 'assignment'. The law states that the landlord cannot unreasonably withhold consent.

If the landlord delays consent or refuses consent and you think this is unreasonable, you can apply to VCAT to approve the change even if the landlord disagrees.

Other ways to find a rental (cont.)



Joining a share house and co-renting

Opportunities to take over a rental agreement or join a share house are not easy to find. Generally, they do not appear on Domain.com.au or Realestate.com.au.

Instead, shared house vacancies are commonly advertised on:

- Facebook Marketplace
- Facebook groups like [Fairy Floss Real Estate](#) – run by the Snug rental application platform
- [Gumtree.com.au](#) – Australian marketplace website
- [Flatmates.com.au](#) – run by Realestate.com.au

If considering joining a share house always ask to see the original condition report – these are a record of the condition of the property when the rental agreement started.

Also ask for an inspection before signing anything.

Other ways to find a rental (cont.)



Joining a share house and co-renting

Be careful

If you are transferred onto the rental agreement, you will be treated as if you were the renter since the very start of the agreement.

Make sure you know who you will be living with, so that you can judge whether they will be reliable and satisfactory house mates.

You will be living with them until they choose to move and are replaced, or the rental agreement ends.

Applying for a rental – disclosures



The landlord or agent must make mandatory disclosures before you sign the rental agreement. These include:

- If they intend to sell the property
- Whether there is known asbestos or mould in the property
- If there is a building or planning application for the property
- The date of the most recent mandatory gas and electrical safety checks
- If the property is an apartment, any rules for the owners corporation that runs the building.

The landlord must not ask prohibited questions or seek prohibited information. These include:

- Asking for information that relates to a ‘protected characteristic’, such as marital status or religion, unless they explain in writing why the information is necessary.
- Asking for bank statements that contain your daily transactions.
- Asking if you have had previous legal disputes about renting.

Starting your tenancy – checklist



- Renter inspects property before moving in.
- Landlord lodges bond with Residential Tenancies Bond Authority and renter receives receipt.
- Every person listed on the rental agreement receives keys.
- Renters receive a copy of the rental agreement if it is in writing and not a verbal agreement, and a copy of the official renters guide: [Renters guide – Consumer Affairs Victoria](#).
- Landlord provides emergency phone number for urgent repairs, including for calls out of business hours.
- Landlord or real estate agent provides a postal address for sending them documents, and an email address if they agreed in writing to receive notices and other documents electronically.
- **Renters arrange connections for gas, water and electricity.** You don't have to arrange this through the agent. For more information see the Energy and Water Ombudsman Victoria [website](#).

What if?



The house is not in ‘good repair’ when you move in

The landlord must ensure your rented home is ‘maintained in good repair and in a reasonably fit and suitable condition’.

If the property is not in good repair, seek legal advice before you move in. You may be able to end the agreement without paying costs to the landlord.

You move in but the house fails the minimum standards

If you have moved in after signing a rental agreement, but the house does not meet the minimum standards under the law, you can treat the problems as urgent repairs. If the landlord does not fix them quickly you can appeal at VCAT.

What if? (cont.)



The house is not reasonably clean

Notify the landlord or agent and document the problem on the condition report.

Try to negotiate for the landlord to clean up. If they don't you may be able to clean the property yourself and claim compensation. Take photos before and after.

This doesn't apply if you are joining a shared house.

If you are struggling to find a suitable house, most of these problems can be more easily fixed than finding another property.

→ Bonds



Bonds



- A bond is a specific amount of money you pay at the start of your tenancy.
- It is a security in case there is a dispute at the end of your tenancy over things like damage, cleaning or unpaid rent.
- It must be lodged with the Residential Tenancies Bond Authority (RTBA) within 10 business days.
- You should get a receipt from the RTBA within 7 days of lodgement.
- Failure to lodge a bond with the RTBA is illegal and an offence.
- The bond money is your money!
- All bond claims and applications are **free** for renters!

Sign the rental agreement first

- A bond should only be paid after you've signed the rental agreement.
- If you pay money before you sign, make it clear in writing that it is a '**holding deposit**'.

Bond tips when you move in



- You should only pay a bond after you have signed a rental agreement and been given these 2 documents:
 - A condition report completed and signed by the landlord or agent
 - A bond lodgement form signed by the landlord or agent
- You will also need to sign the bond lodgement form. Never sign a blank bond lodgement or claim form. This is because the landlord could write a different amount for the bond.
- Once everyone has signed the landlord needs to give you a copy of the bond lodgement form.
- The bond must be lodged with the RTBA. This is like the bond being held in a bank. It can only be withdrawn in specific circumstances – either with the consent of the renter or because of orders from VCAT.

Bond tips when you move in (cont.)



Condition report

- Fill in the condition report in detail noting any damage when you move in. Take lots of photos.
- It is OK if you and the landlord do not agree about the condition of the property.

Getting your bond back when moving out



Exit condition report

You must be given a reasonable opportunity to attend the final inspection with the landlord or agent while they complete an exit condition report. This is to make sure any issues you have are included. It is a good opportunity to take your own photos of any issues.

If there is disagreement about the condition of the property VCAT might need to resolve that.

Renters can claim directly to RTBA

You don't need to wait for the landlord, or agent, to put in a claim to the RTBA for your bond, and you don't need their agreement either.

Getting your bond back when moving out (cont.)



The bond is your money

- The bond money is the renter's money.
- The landlord cannot just take the bond. If they want any part of the bond, they must apply to VCAT, then prove their claim.
- The bond can only be released with the renter's permission or by an order of VCAT. The landlord **does not have, or control,** the bond money.

Getting your bond back when moving out



Bond claims to the RTBA

There are 4 different bond claims that can be made to the Residential Tenancies Bond Authority:

1. You can make a claim with the RTBA to have your entire bond paid back to you, without the landlord's consent.
2. You can make a claim with the RTBA for part of your bond to be paid back to you and part of the bond to be paid to the landlord, without the landlord's consent.
3. You and the landlord can make a joint claim to the RTBA if you both agree on how the bond should be repaid, including if the entire bond is to be repaid to you or if you agree that some of your bond will be paid to the landlord.
4. The landlord can make a claim to the RTBA, without your consent, but only if the claim says the entire bond is to be repaid to you.

Defending a claim for compensation



If a renter is defending a landlord's claim for compensation, one or more of these defences may apply:

- 'No liability' – the renter is not responsible for the condition of the property. There was damage when the renter moved in. Refer to the condition report for evidence.
- The damage was caused by a natural event or another person. Report to police damage from a natural event or vandalism, for example. Send the report to the landlord or agent.
- Lack of cleanliness when the renter moved in – you left it as you found it.
- Fair wear and tear – for example, if the carpet has become worn over time by people walking on it, this is fair wear and tear and not damage. See the Director of Consumer Affairs [Guideline 3 - Damage and fair wear and tear.](#)
- Depreciation, which means the older something gets, the less it is worth. The landlord cannot claim the full cost of replacing something that was not new when it was damaged. Always send the landlord a written request, asking for evidence of purchase and the age of items.

→ Repairs



Duty of landlord - 'good repair'



The landlord must ensure:

- The property is 'maintained in good repair and in a reasonably fit and suitable condition'
- Shared areas owned or managed by the landlord are also kept in good repair – for example, shared laundry facilities
- All repairs are done by a 'suitably qualified person'
- All repairs comply with safety and maintenance requirements

'Good repair' is always the benchmark, regardless of the property's age or character, its condition before you moved in, or the amount of rent paid.

Types of repairs



There are 2 types of repairs:

- Urgent
- Non-urgent – anything that is not an urgent repair

These different types of repairs have different processes – in this session we explain the process for urgent repairs.

For information on both types of repairs see Tenants Victoria's website page [Repairs and maintenance](#).

Urgent repairs



Urgent repairs are:

- A burst water service
- A blocked or broken toilet (or part of the toilet system)
- A serious roof leak
- A gas leak
- A dangerous electrical fault
- Flooding or serious flood damage
- Serious storm or fire damage
- A failure or breakdown of any essential service or appliance provided for water, hot water, cooking, heating or doing laundry

Urgent repairs (cont.)



- Breakdown in utilities provided - gas, electricity or water
- A failure or breakdown in any appliance or fitting supplied by the landlord that will cause a lot of water to be wasted
- Broken air conditioner
- Broken safety-related devices such as a smoke alarm or pool fence
- A serious fault in a lift or staircase
- Any fault or damage that makes rented premises unsafe or insecure, including:
 - a pest infestation
 - the presence of mould or damp caused by or related to the building structure
- Any failure to meet rental [minimum standards](#)

How to get urgent repairs done



Step 1

Tell the landlord or agent about any damage, break down or repair as soon as possible, and confirm this in writing. Keep evidence of all your efforts to contact them.

Step 2

- Access the application form on the VCAT website. Go to <https://www.vcat.vic.gov.au/documents/forms/application-general-application-residential-tenancies-list>
- Apply online or download the form.
- Fill it in. At question 20 put in 'Section 73 – Urgent Repairs'.

How to get urgent repairs done (cont.)



- If you download the form, after you've filled it in make 3 copies. Keep one for yourself and send the other copies, along with copies of your evidence, to:
 - The landlord or estate agent
 - VCAT, along with the application fee or fee waiver form
- You should get a notice of hearing, telling you the date, time and location of the hearing.
- VCAT should hear your case within 2 business days once they have received your application. Take a copy of your application and evidence to the hearing.

Making an urgent repair application to VCAT



In most cases you apply to VCAT using the “[General Application form](#)”

VCAT | victorian civil & administrative tribunal

GENERAL APPLICATION TO THE RESIDENTIAL TENANCIES LIST

ABOUT THIS FORM

Use this form if you are a residential rental provider (landlord), renter (tenant), caravan park owner, caravan owner, caravan park resident, rooming house operator or rooming house resident and want VCAT to hear your dispute.

You can also apply using the Residential Tenancies Hub or online form, which can be processed quicker by VCAT than completing this PDF form.

You need to find out the relevant Section Number related to your dispute in your application claim details. You may also have to provide documents to support your claim. To see a list of common disputes we hear and their section numbers, go to www.vcat.vic.gov.au/rentingnotice.

NEED HELP WITH YOUR APPLICATION?

If you have any questions about completing this form, contact our Customer Service team:

- call 1300 01 8228 (1300 01 VCAT) between 9 am and 4.30 pm Monday to Friday
- email renting@vcat.vic.gov.au

CONSUMER AFFAIRS VICTORIA REFERRAL

Under the *Residential Tenancies (Covid-19 Emergency Measures) Regulations 2020 (Reg 12)*, VCAT required a referral from Consumer Affairs Victoria (CAV) before we could hear an application made between 13 May 2020 and 28 March 2021.

If your dispute was assessed by CAV and you were given a referral number, enter your referral number below:

CAV referral number

PART 1: ADDRESS OF THE RENTED PREMISES

1. The rented premises is a:

<input type="checkbox"/> House, unit or apartment	<input type="checkbox"/> Rooming house
<input type="checkbox"/> Caravan or caravan park	<input type="checkbox"/> Site

Other type of premises, please specify:

2. What is the address of the rented premises (or room or site if applicable)?

Street address

Suburb State Postcode

PART 9: CLAIM DETAILS - WHAT DO YOU WANT VCAT TO DO?

20. What orders do you want VCAT to make?

You need to tell us the relevant section number of the *Residential Tenancies Act 1997* that relates to your claim, if you can, and what orders you want VCAT to make.

You may also have to provide specific information or documents to support your application. If you do not provide information or documents that VCAT needs, your application may be delayed.

To see a list of common disputes we hear and their section numbers, go to www.vcat.vic.gov.au/rentingnotice.

Section 73 - Urgent Repairs

Insert the section number here ←

21. Provide more details about your claim.

You must give complete details about your claim, including:

- how you have calculated any amounts you are asking for
- why you are asking for the above orders.

This will help the respondent understand why you have made this application. If you need more space, you can attach a document setting out the details of the claim.

My heater is broken and I contacted the Rental Provider and nothing has happened and they are ignoring my calls.

I would like an Order that the heater be fixed immediately.

I would like to be reimbursed my application fee if possible.

- What you want VCAT to do ←

- Tell your story

- Attach extra sheets if you need

Orders from VCAT



ORDER Ref No: 2022/123456/xx

**VICTORIAN CIVIL AND ADMINISTRATIVE TRIBUNAL
RESIDENTIAL TENANCIES LIST
REGISTER OF PROCEEDINGS**

APPLICANT(S): Prisha Patel
Renter

RESPONDENT(S): Monica Whitlock
Rental Provider

RENT PREMISES: 44 First Avenue, WYNDHAM VALE 3024

Application under the *Residential Tenancies Act 1997* Section 73

The Tribunal finds that:

1. The renter seeks an order requiring the residential rental provider or that person's agent to carry out specified urgent repair to the rented premises, as specified in the renter's application.
2. The renter cannot meet the cost of the specified urgent repairs and / or has been unable to get the residential rental provider to immediately carry out the repairs.
3. The residential rental provider is in breach of the duty to maintain the rented premises in good repair.
4. The renter has applied for an order authorizing the renter to pay rent due under the residential rental agreement into the Rent Special Account.
5. Taking into account the matters in section 77(5) of the Residential Tenancies Act 1997 (where relevant), the residential rental provider has not demonstrated that the provider is experiencing financial hardship or would experience financial hardship if the rent was paid into the rent special account.
6. Having considered any guidelines of the Director of Consumer Affairs Victoria, it is appropriate to make the orders below.

VCAT orders:

The Tribunal Orders and directs:

1. The residential rental provider must carry out the following urgent repairs by 16 April 2022:
The residential rental provider must arrange for a suitably qualified trades person to inspect the rented premises and determine the cause of the mould and repair any defects in the property including the wall and the carpet in bedroom 1.
2. The residential rental provider is required to give notice before any entry as set out in the *Residential Tenancies Act 1997*.
3. The application is otherwise adjourned to a date no later than 1 May 2022 to be heard by any Member of the Tribunal. The application can be renewed by the renter by giving VCAT written notice requesting the renewal. If the application is not renewed by 1 May 2022, it will be considered withdrawn.
4. At the time of the renewal, the rental must send details of the orders sought and any claim for compensation to the residential rental provider and the Tribunal. The details of any compensation claim must in relation to each item of repair:

Explain the loss suffered by the renter due to the residential rental provider's failure to maintain the rented premises in good repair,

Detail the sum claimed, how that amount has been calculated and, where relevant, the daily rate of compensation claimed for any ongoing failure to complete repairs.

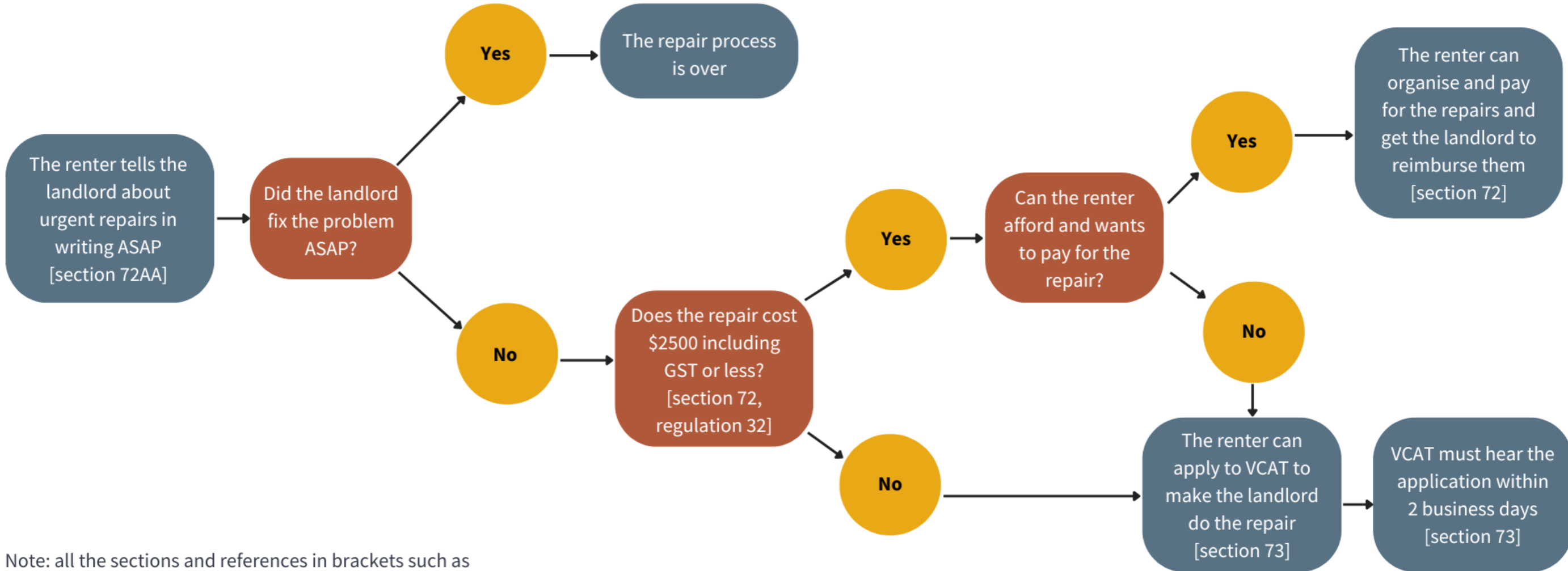

J Dorian, Member



2 April 2022

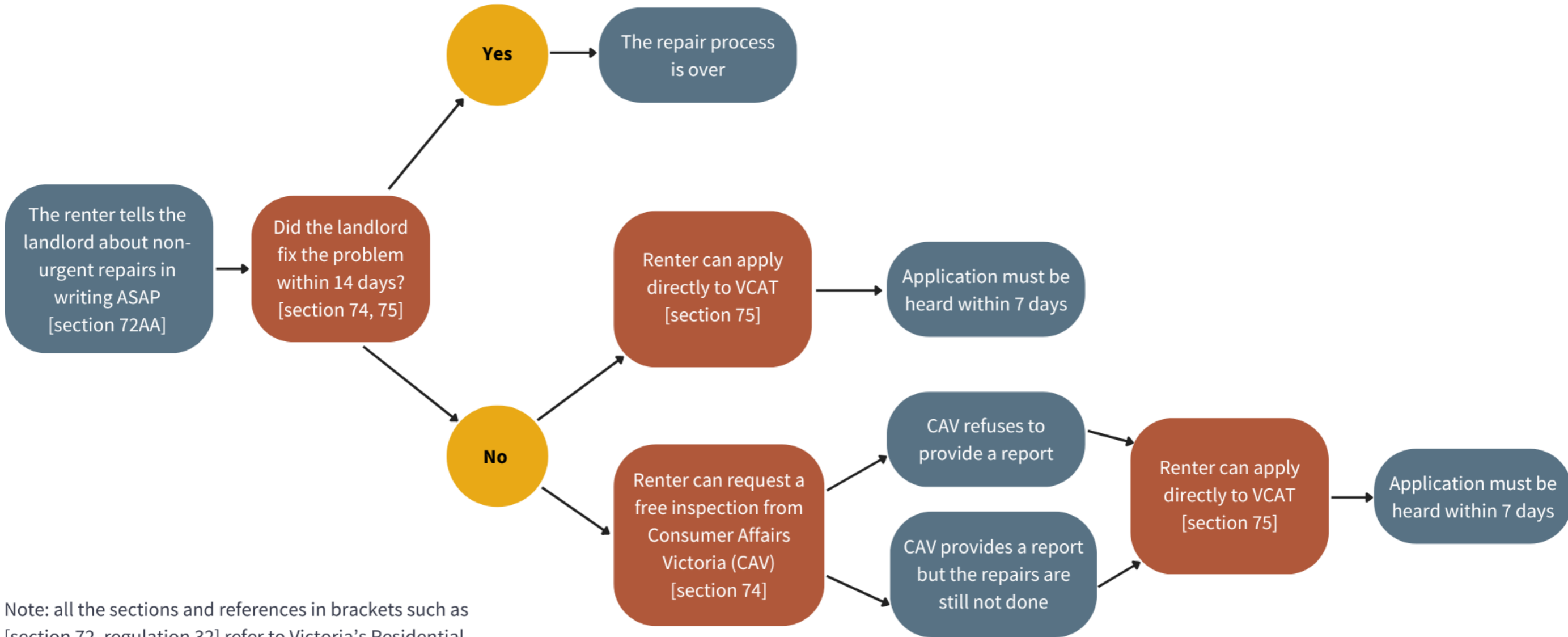
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Process for urgent repairs



Note: all the sections and references in brackets such as [section 72, regulation 32] refer to Victoria's Residential Tenancies Act 1997.

Process for non-urgent repairs



Note: all the sections and references in brackets such as [section 72, regulation 32] refer to Victoria's Residential Tenancies Act 1997.

Repairs Toolkit



Getting repairs done at your rental property can be hard.

Our [Repairs Toolkit](#) can help you through the process.

Our toolkit is interactive and can help you to:

- Understand your repair rights
- Help you write a letter to your landlord
- Help you prepare an application to VCAT to get repairs done

Find out more on our website: [Repairs Toolkit](#)

Repairs Toolkit

Getting repairs done at your rental property can be hard. Our Repairs Toolkit can help you through the process. It will help you understand your rights, ask for repairs or apply to VCAT.



Understand
your repair
rights



Ask for
repairs



Take repairs
to VCAT



→ Finding help



Finding help



Tenants Victoria Community worker tenancy service

Our Community Worker Tenancy Service offers free expert advice and support to workers in not-for-profit organisations who assist renters across Victoria.

To access the service, use our online form and schedule a 30-minute consultation with one of our specialist tenancy workers via a real-time calendar.

[Community worker tenancy service](#)

Tenancy Assistance and Advocacy Program

Tenancy Assistance and Advocacy Program services assist renters in private rental housing and rooming houses. Find the service for the area you live in at the link below. The program is part of the Consumer Affairs Victoria government agency, which regulates renting laws in this state.

[Tenancy Assistance and Advocacy Program providers - Consumer Affairs Victoria](#)

Finding help (cont.)



Community legal centres

These centres offer free legal advice and support for many matters. Find your closest community legal centre via the link below.

[Find a Community Legal Centre - Federation of Community Legal Centres \(fclc.org.au\)](https://www.fclc.org.au)

Victoria Legal Aid

Victoria Legal Aid offers legal representation and non-legal advocacy to those who need it most:

- [Legal Aid Help Line](#)
- See also [Help in your language](#)

Finding help (cont.)



New printable factsheets for renters

Our 5 new printable factsheets provide straightforward, practical advice to address some of the most pressing issues renters currently face:

- [Rent increases](#)
- [Notices to vacate](#)
- [Repairs](#)
- [Bonds](#)
- [Ending your lease early](#)

Finding help (cont.)



Printed resources for renters

Contact us at training@tenantsvic.org.au to order the following printed resources:

- My renting rights brochure in English, Arabic and Karen
- Rooming house residents handbook in English

What's inside

- Minimum standards for rentals
- Getting repairs done
- Rent increases

About us

Tenants Victoria is the peak body for the state's almost 2 million renters.

Established in 1974, Tenants Victoria assists renters by offering legal help and information on renter rights.

Our website has detailed information for renters on many topics, including repairs, bonds, compensation claims, ending a lease and evictions.

The website includes guides and videos in Simplified Chinese, Arabic, Dari/Farsi and Dinka

See tenantsvic.org.au

Find out more

Visit our website for info on many renting topics:
tenantsvic.org.au

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My renting rights
Tips for renters in Victoria

Minimum standards for rentals

Looking for a rental? Check to see it meets the minimum standards required under Victoria's rental laws.

They include:

- A kitchen and working stovetop. If there's an oven it must work properly
- A bathroom with a toilet, washbasin, and a shower or bath
- Kitchen, bathroom and laundry (if there is one) must have a reasonable supply of hot and cold water
- A fixed heater in the living room
- Windows must work and have latches
- Bedrooms and lounges must have curtains or blinds
- The house must be free of mould

Before you enter into a lease the landlord must tell you if the property meets the minimum standards.

It's an offence to not give you this information.

Find out more about the minimum standards for rentals on our helpful website:
tenantsvic.org.au/advice/minimum-standards

Getting repairs done

If something in your home needs fixing, first determine whether the repair is considered urgent or non-urgent. The process, and your rights, are different in each situation.

Check if the repair fits into the list of urgent repairs, which is on our website. Urgent repairs must be done as soon as possible. The first step is to call the landlord or real estate agent as soon you notice the problem. Also notify them in writing.

If you asked for an urgent repair and the agent or landlord tells you that it will take a while to fix, you can lodge an urgent repair application with VCAT, the Victorian Civil and Administrative Tribunal, which should hear the application within 2 business days.

If the repair is not urgent and you gave the landlord at least 14 days to fix it after notifying them in writing, you can apply to VCAT. They should hear your case within 7 days of your application.

See our website for more information:
tenantsvic.org.au/advice/repairs

Rent increases

There are laws in Victoria about rent increases and renters have the right to challenge an increase.

Rent cannot be increased at all during a fixed-term lease – unless your written lease includes a rent-increase term. Even if it does, or you rent month to month, the rent cannot be raised more than once every 12 months.

If the landlord wants to increase the rent, they must give you at least 60 days' written notice. You have the right to challenge a rent increase if you think it's too high.

Find out more on our helpful website:
tenantsvic.org.au/advice/rent-increases

Rooming House Residents Handbook
A guide for Victorian rooming house residents

Tenants Victoria

Finding help (cont.)



Community language resources

To better serve our diverse community, we have also created multiple factsheets, videos and guides in the following community languages:

- [Arabic](#)
- [Cantonese](#)
- [Mandarin – Chinese Simplified](#)
- [Dari/Farsi](#)
- [Hindi](#)
- [Punjabi](#)
- [Malay](#)
- [South Sudanese – Dinka](#)



Renter support line

(03) 9416 2577

Monday to Friday

9.30 am – 1.30 pm

and 2.30 pm – 4.30 pm

Closed public holidays

Calls are answered by lawyers, advocates and intake workers with specialist knowledge of Victorian rental laws.

The approximate waiting time is over 30 minutes.

Social housing and rooming houses

1800 068 860

Monday to Friday

9.00 am – 4.00 pm

Closed public holidays

For renters in public housing and community housing and residents of rooming houses.

Inquiries are directed to lawyers with specialist knowledge of Victorian rental laws.

Community worker tenancy service

To book a 30-minute call complete the [community worker tenancy service form](#).

Free advice or support for workers at not-for-profit organisations assisting people who rent in Victoria.



Specialist community legal centre on tenancy matters
Level 2, 255 Bourke Street, Melbourne Victoria 3000
admin@tenantsvic.org.au | tenantsvic.org.au