statutory rules 2019

S.R. No.

***Residential Tenancies Act 1997***

**Residential Tenancies Regulations 2019**

The Governor in Council makes the following Regulations:

Dated:

Responsible Minister:

MARLENE KAIROUZ

Minister for Consumer Affairs, Gaming and Liquor Regulation

Clerk of the Executive Council

1. Objective

The objective of these Regulations is to prescribe matters authorised or required to be prescribed under the **Residential Tenancies Act 1997**.

1. Authorising provision

These Regulations are made under section 511 of the **Residential Tenancies Act 1997**.

1. Commencement

These Regulations come into operation on 1 July 2020.

1. Revocations

The Residential Tenancies Regulations 20191 are **revoked**.

1. Definitions

In these Regulations—

***Building Code of Australia*** has the same meaning as it has in section 3(1) of the **Building Act 1993**;

***Class 1 building*** has the same meaning as it has in the Building Code of Australia;

***Class 2 building*** has the same meaning as it has in the Building Code of Australia;

***cultivate****,* in relation to a drug of dependence, has the same meaning as it has in section 70(1) of the **Drugs Poisons and Controlled Substances Act 1981**;

***drug of dependence*** has the same meaning as it has in section 4(1) of the **Drugs Poisons and Controlled Substances Act 1981**;

***habitable room*** has the same meaning as it has in the Building Code of Australia;

***National Broadband Network*** within the meaning of section 5 of the National Broadband Network Companies Act 2001 of the Commonwealth;

***relevant building surveyor*** has the same meaning as it has in section 3(1) of the **Building Act 1993**;

***registered place*** means a place included in the Heritage Register within the meaning of section 3(1) of the **Heritage Act 2017**;

***the Act*** means the**Residential Tenancies Act 1997**;

***traffick****,* in relation to a drug of dependence, has the same meaning as it has in section 70(1) of the **Drugs Poisons and Controlled Substances Act 1981**;

***use****,* in relation to a drug of dependence, has the same meaning as it has in section 70(1) of the **Drugs Poisons and Controlled Substances Act 1981**.

1. Temporary crisis accommodation

 (1) For the purposes of paragraph (a) of the definition of ***temporary crisis accommodation*** in section 3 of the Act, the prescribed period is not more than 6 months.

 (2) For the purposes of paragraph (d) of the definition of ***temporary crisis accommodation*** in section 3 of the Act, accommodation is prescribed to be temporary crisis accommodation if it is accommodation provided by a service agency accredited by the Department of Health and Human Services for the purpose of delivering support services to a client who is—

* 1. experiencing homelessness or at risk of experiencing homelessness; or
	2. being subjected to family violence or at risk of being subjected to family violence.
1. Urgent site repairs

For the purposes of the definition of ***urgent site repairs*** in section 3 of the Act, the following are prescribed as urgent repairs to a site or a Part 4A site—

* 1. any fault or damage which makes the site or Part 4A site unsafe, unsecure or uninhabitable, including serious flood, storm, or fire damage to the site or Part 4A site, or structure or fixture on the site or Part 4A site owned by a caravan park owner or site owner;
	2. any failure or breakdown of gas supply, electricity supply, water supply or sewerage access to, under or affecting a site or Part 4A site;
	3. any fault or damage that impedes safe access to the site or Part 4A site;
	4. subsidence of a site or Part 4A site.
1. Residential agreements

For the purposes of section 14(2) of the Act, a residential rental agreement is a prescribed agreement if—

* 1. the residential rental provider is the Director of Housing; and
	2. the residential rental agreement arises because the renter was directly affected by the bushfires that occurred in Victoria in January and February 2009.
1. Educational institutions—formal affiliation criteria

For the purposes of section 21(3) of the Act, the prescribed criteria are in Schedule 2.

1. Standard form residential rental agreements

 (1) For the purposes of section 26(1) of the Act, the prescribed standard form is Form 1 in Schedule 1.

 (2) For the purposes of section 26(1A)(b) of the Act, the prescribed standard form is Form 2 in Schedule 1.

1. Prohibited terms

For the purposes of section 27B(1)(g) of the Act, the following are prescribed prohibited terms—

* 1. a term which purports to unreasonably limit the renter’s activities for the purposes of ensuring that—
		1. an insurance policy of the residential rental provider is not invalidated or subjected to increased premiums; or
		2. any benefits that may be paid under an insurance policy of the residential rental provider are not reduced;
	2. a term that requires the renter to indemnify the residential rental provider for any injury or damage arising from any conduct of the renter or visitor of the renter;
	3. a term which prevents the renter from making a claim for compensation if the rented premises are not available on the commencement date of the residential rental agreement;
	4. a term which requires the renter to pay rent in advance by a payment method which requires additional costs (other than bank fees or account fees payable on the renter’s bank account);
	5. a term which requires the renter to use the services of a third party service provider nominated by the residential rental provider;
	6. a term which imposes fees for the safety‑related maintenance of the rented premises if those activities are the responsibility of the residential rental provider;
	7. a term which purports to make the renter liable for the residential rental provider’s costs of filing an application at the Tribunal.
1. Professional cleaning
2. For the purposes of section 27C(1)(a) of the Act, the following term is prescribed—

The residential rental provider must not require the renter to arrange professional cleaning unless this is needed to restore the rented premises to the condition they were in at the start of the tenancy, allowing for fair wear and tear.

1. For the purposes of section 27C(1)(b) of the Act, the following term is prescribed—

If professional cleaning is necessary—

* + - 1. the renter must have all or part of the rented premises professionally cleaned; or
			2. the renter must pay the cost of having all or part of the rented premises professionally cleaned.
1. Safety-related activities

For the purposes of section 27C(2) of the Act, the prescribed terms are in Schedule 3.

1. Statement of information for rental applicants

For the purposes of section 29C of the Act, the prescribed information is in Form 3 in Schedule 1.

1. Information which residential rental provider must not require rental applicant to disclose

For the purposes of section 30C of the Act, the following information is prescribed—

(a) whether the applicant has previously taken legal action or has had a dispute with a residential rental provider, rooming house operator, caravan owner, caravan park owner, site owner or SDA provider;

(b) the applicant’s rental bond history, including whether the applicant has ever had a claim made on their bond;

(c) a passport, if alternative proof of identification is provided;

(d) a statement from a credit or bank account which has not been redacted;

(e) details of the applicant’s nationality or residency status, if this information is not required to assess eligibility for public housing or community housing.

1. Information which residential rental provider must disclose to rental applicant
2. For the purposes of section 30D(d) of the Act, the prescribed details are—

(a) the ABN and trading name of the embedded network operator; and

(b) the phone number of the embedded network operator; and

(c) the electricity tariffs and all associated fees and charges that may apply to the customer in relation to the sale of electricity, or where that information can be accessed.

1. For the purposes of section 30D(e) of the Act, the following information is prescribed—

(a) if the rented premises or common property is known by the residential rental provider to have been the location of a homicide in the last 5 years;

(b) if the rented premises is known by the residential rental provider to—

1. have been used for the use, trafficking or cultivation of a drug of dependence; or
2. have been used for the storage of a drug of dependence; or
3. have previously been assessed to have friable or non-friable asbestos on the rented premises; or
4. be affected by a building or planning application that has been lodged with the relevant authority;

(c) any notice, order, declaration, report or recommendation issued by a relevant building surveyor, public authority or government department that applies to the rented premises or common property at the time of disclosure;

**Example**

Any building notices or orders, reports or recommendations issued by the Victorian Building Authority, local councils, relevant building surveyors, or municipal building surveyors that relate to any building defects or safety concerns such as the presence of combustible cladding, water leaks or structural issues affecting the rented premises or common property.

(d) if there is a current domestic building work dispute under the **Domestic Building Contracts Act 1995** which applies to or affects the rented premises;

(e) if there is a current dispute under Part 10 of the **Owners Corporations Act 2006** which applies to or affects the rented premises;

(f) a copy of any owners corporations rules applicable to the rented premises.

1. Amount of rent for which maximum bond does not apply

For the purposes of section 31(3) of the Act, the prescribed amount is $900.

**Note**

Section 34(1)(a)(ii) and section 40 of the Act refer to the amount prescribed by this regulation.

1. Form of condition report

For the purposes of section 35(1B) of the Act, a condition report is in the prescribed form if it contains the information in Form 4 in Schedule 1.

1. Payment methods for rent

For the purposes of section 42(5) of the Act, the prescribed payment method is electronic funds transfer.

1. Exemption from receipts for rent

(1) For the purposes of section 43(4) of the Act, the Director of Housing or an agent of the Director of Housing is prescribed as a person who is exempt from the requirements of section 43(1), (2) and (3) of the Act.

(2) Despite subregulation (1), if the Director of Housing or an agent of the Director of Housing gives a receipt for payment of rent under a residential rental agreement, the receipt must——

1. be in writing; and
2. state—

 (i) particulars sufficient to identify the renter and the rented premises; and

 (ii) the date of receipt; and

 (iii) the amount paid; and

 (iv) the fact that the payment is for rent.

1. Form of notice of rent increase to renter

For the purposes of section 44(1) of the Act, the prescribed form is Form 5 in Schedule 1.

1. Utility charges

For the purposes of section 53(1)(h) of the Act, the prescribed charges are the following—

1. all charges relating to the pumping out and cleaning of sewage and septic tanks that is required for reasons other than damage caused by the renter;
2. all costs and charges with respect to the initial installation of internet, including installing internet through the National Broadband Network, and telecommunication connections to the rented premises;
3. all cartage charges for refilling fire safety water tanks;
4. all cartage charges for drinking water that are not based on the amount of water supplied to the rented premises during the renter’s occupation.
5. Efficiency rating systems

For the purposes of sections 54(1), 69, 72(3), 164(1), 181, 188(3), 188A(3) and 206ZZAA(3) of the Act, the following systems of rating the efficiency of any appliances, fixtures and fittings are prescribed—

1. for the water efficiency of an appliance, fixture or fitting, the WELS scheme in the **Water Efficiency Labelling and Standards Act 2005**;
2. for the energy efficiency of a non‑ducted air conditioner or heat pump, the Minimum Energy Performance Standards within the meaning of the Greenhouse and Energy Minimum Standards Act 2012 of the Commonwealth and as determined and tested in accordance with AS/NZS 3823.2 Performance of electrical appliances—Air conditioners and heat pumps Part 2: Energy labelling and minimum energy performance standards (MEPS) requirements, as published from time to time and AS/NZS 3823.1.1 Performance of electrical appliances— Airconditioners and heat pumps Part 1.1: Non-ducted airconditioners and heat pumps—Testing and rating for performance, as published from time to time;
3. for a dishwasher, the energy efficiency system for energy as determined in accordance with the Greenhouse and Energy Minimum Standards (Dishwashers) Determination 2015;
4. for the energy efficiency of a gas space heater—
	1. a determination in accordance with AS/NZS 5263.1.3 Gas Appliances Part 1.3. Gas space heating appliances as amended and published from time to time; and
	2. a certification through an acceptance scheme authorised under section 68 of the **Gas Safety Act 1997**.
5. Ratings—residential rental provider’s liability for charges for supply to non complying appliances

(1) For the purposes of section 54(1) of the Act, the following levels of ratings are prescribed—

1. for any appliances, fixtures and fittings, other than a dishwasher, which use or supply water—
2. a 3 rating in the WELS scheme in the efficiency rating system referred to in regulation 23(a); or
3. if, because of the age, nature or structure of the plumbing in the rented premises, a replacement with a 3 star rating referred to in subparagraph (i) cannot be installed or, when installed will not operate effectively—a one star rating in the efficiency rating system referred to in regulation 23(a);

**Example**

If a 3 star rated tap or shower rose does not produce sufficient water pressure because of the age of the plumbing, a one or 2 star rated tap or shower rose may be installed.

1. for a dishwasher—
2. the levels of ratings prescribed under subregulation (1)(a); and
3. a 3 star rating in the efficiency rating system referred to in regulation 23(c);
4. for a non‑ducted air conditioner or heat pump in a Class 1 building, a 2 star heating rating in the efficiency rating system referred to in regulation 23(b); and
5. for a gas space heater in a Class 1 building, a 2 star heating rating in the efficiency rating system referred to in regulation 23(d).

(2) Nothing in this regulation prevents the use of an appliance, fitting, or fixture of a level of rating above the level of rating prescribed in subregulation (1).

 **Note**

See section 54 of the Act.

1. Safety devices

For the purposes of section 63A(1) of the Act, the following safety devices are prescribed—

1. a smoke alarm;
2. a carbon monoxide alarm;
3. a residual current device;
4. a pool fence;
5. a fire sprinkler system;
6. a fire hose reel;
7. a fire blanket;
8. a fire extinguisher;
9. a fire exit;
10. a fire window;
11. a fire hydrant;
12. a security camera located in common area;
13. any emergency lighting;
14. a hot water safety device.
15. Modifications which can be made without residential rental provider’s consent

For the purposes of section 64(1) of the Act, the following modifications are prescribed—

1. in a rented premises that is not a registered place—
	1. installation of picture hooks or screws for wall mounts, shelves or brackets on surfaces other than brick walls; and
	2. installation of wall anchoring devices on surfaces other than brick walls to secure items of furniture; and
	3. installation of LED light globes which do not require new light fittings; and
	4. replacement of halogen or compact fluorescent lamps; and
	5. installation of blind or cord anchors;
2. in all rented premises—
	1. replacement of curtains if the original curtains are retained; and
	2. installation of adhesive child safety locks on drawers and doors.
3. Practitioners

For the purposes of section 64(1B)(c)(ii) of the Act, a prescribed practitioner is a registered health practitioner within the meaning of the Health Practitioner Regulation National Law.

1. Modifications for which residential rental provider must not unreasonably refuse consent

For the purposes of section 64(1B)(h) of the Act, the following modifications are prescribed—

1. installation of picture hooks or screws for wall mounts, shelves or brackets on brick walls;
2. installation of wall anchoring devices on brick walls to secure items of furniture;
3. draughtproofing in homes without open flued gas heating, including installing weather seals, caulking or gap filling around windows, doors, skirting and floorboards;
4. installation of low flow shower heads where the original is retained;
5. installation of non-permanent window film for insulation and reduced heat transfer;
6. installation by a qualified person of a security system which does not impact on the privacy of neighbours if an invoice with the name of the installer is provided to the residential rental provider;
7. installation of flyscreens on doors and windows;
8. installation of a vegetable or herb garden;
9. any modification which contributes to the conservation of a registered place and is proposed to be undertaken in accordance with Part 5 of the **Heritage Act 2017**.
10. Rental minimum standards

For the purposes of section 65A(1) of the Act, the prescribed rental minimum standards are in Schedule 4.

1. Requirements for gas and electrical safety check record keeping

 (1) For the purposes of section 68B of the Act, the prescribed requirements for the keeping and production of records of gas safety checks conducted at the rented premises are the following—

1. a record of a gas safety check must include the following information—
2. the name of the licensed or registered gasfitter who conducted the check;
3. the licence or registration number of the licensed or registered gasfitter who conducted the check;
4. the date the check was conducted;
5. the results of the check, including any repairs that were required and actions taken to address the repair;
6. a record of a gas safety check must be kept until a record of the next gas safety check is created; and
7. a record of the most recent gas safety check must be provided to the renter within 7 days of receipt by a residential rental provider of a written request from the renter.

 (2) For the purposes of section 68B of the Act, the prescribed requirements for the keeping and production of records of electrical safety checks conducted at the rented premises are the following—

1. a record of an electrical safety check must include the following information—
2. the name of the licensed or registered electrician who conducted the check;
3. the licence or registration number of the licensed or registered electrician who conducted the check;
4. the date the check was conducted;
5. the results of the check, including any repairs that were required and actions taken to address the repair;
6. a record of an electrical safety check must be kept until a record of the next electrical safety check is created; and
7. a record of the most recent electrical safety check must be provided to the renter within 7 days of receipt by a residential rental provider of a written request from the renter.
8. Rating compliance for residential rental provider’s appliances

 (1) For the purposes of section 69 of the Act, the following levels of ratings are prescribed—

1. for any appliances, fixtures and fittings, other than a dishwasher, which use or supply water—
2. a 3 star rating in the WELS scheme in the efficiency rating system referred to in regulation 23(a); or
3. if, because of the age, nature or structure of the plumbing in the rented premises, a replacement with a 3 star rating referred to in subparagraph (i) cannot be installed or, when installed will not operate effectively— a one star rating in the efficiency rating system referred to in regulation 23(a);

**Example**

If a 3 star rated tap or shower rose does not produce sufficient water pressure because of the age of the plumbing, a one or 2 star rated tap or shower rose may be installed.

1. for a dishwasher—
2. the levels of ratings prescribed under subregulation (1)(a); and
3. a 3 star rating in the efficiency rating system referred to in regulation 23(c);
4. for a non‑ducted air conditioner or heat pump in a Class 1 building, a 2 star heating rating in the efficiency rating system referred to in regulation 23(b); and
5. for a gas space heater in a Class 1 building, a minimum 2 star heating rating in the efficiency rating system referred to in regulation 23(d).

 (2) Nothing in this regulation prevents the replacement of an appliance, fitting or fixture with an appliance, fitting or fixture of a level of rating above the level of rating prescribed in subregulation (1).

**Note**

See section 69 of the Act.

1. Amount—urgent repairs by renter

For the purposes of section 72(2)(b) of the Act, the prescribed amount is $2500.

1. Compliance with efficiency systems for urgent repairs by renter

 (1) For the purposes of section 72(3) of the Act, the following levels of ratings are prescribed—

1. for any appliances, fixtures and fittings, other than a dishwasher, which use or supply water—
2. a 3 star rating in the WELS scheme in the efficiency rating system referred to in regulation 23(a); or
3. if, because of the age, nature or structure of the plumbing in the rented premises, a replacement with a 3 star rating referred to in subparagraph (i) cannot be installed or, when installed will not operate effectively— a one star rating in the efficiency rating system referred to in regulation 23(a);

**Example**

If a 3 star rated tap or shower rose does not produce sufficient water pressure because of the age of the plumbing, a one or 2 star rated tap or shower rose may be installed.

1. for a dishwasher—
2. the levels of ratings prescribed under subregulation (1)(a); and
3. a 3 star rating in the efficiency rating system referred to in regulation 23(c);
4. for a non‑ducted air conditioner or heat pump in a Class 1 building, a 2 star heating rating in the efficiency rating system referred to in regulation 23(b); and
5. for a gas space heater in a Class 1 building, a 2 star heating rating in the efficiency rating system referred to in regulation 23(d).

 (2) Nothing in this regulation prevents the replacement of an appliance, fitting or fixture with an appliance, fitting or fixture of a level of rating above the level of rating prescribed in subregulation (1).

**Note**

See section 72(3) of the Act.

1. Amount—application by renter to Tribunal for urgent repairs

For the purposes of section 73(1)(b) of the Act, the prescribed amount is $2500.

1. Compensation—sales inspections

For the purposes of section 86(2A)(c) of the Act, the prescribed compensation for each sales inspection is an amount that is equal to one half of the daily amount of rent payable under the residential rental agreement per inspection.

1. Matters—Tribunal Orders

 (1) For the purposes of section 91W(3)(c) of the Act, the prescribed matters are**—**

1. any letter, report, written declaration or other documentary materials from any of the following**—**
2. support workers;
3. health professionals;
4. religious entities and their employees;
5. crisis accommodation providers;
6. the Department of Health and Human Services (Child Protection);
7. Victoria Police within the meaning of the **Victoria Police Act 2013**;
8. the Australian Federal Police within the meaning of the Australian Federal Police Act 1979 of the Commonwealth;
9. a police service (however described) of another State or Territory;
10. employees of educational institutions and schools;
11. family and friends of the renter;
12. the employer of the specified person;
13. an Australian Legal Practitioner; and
14. any bank statements of the specified person or the party who is alleged to have subjected the specified person to the family violence or personal violence; and
15. any photographic or audio-visual evidence; and
16. any electronic communication within the meaning of section 3(1) of the **Electronic Transactions (Victoria) Act 2000**; and
17. any oral evidence about where the specified person has been staying or living; and
18. the risk to personal safety of the specified person or any children of the specified person occupying the rented premises; and
19. whether the party who is alleged to have subjected the specified person to the family violence or personal violence has been arrested, charged or released on bail.

 (2) For the purposes of subregulation (1), ***specified person*** means—

1. a person who has made an application under section 91V(1) of the Act; or
2. a person on whose behalf an application has been made under section 91V(5) of the Act.
3. Form—Notice to vacate

For the purposes of section 91ZZO(a) of the Act, the prescribed form is Form 6 in Schedule 1.

1. Form—Fixed term rooming house agreement

For the purposes of section 93A(2)(b) of the Act, the prescribed form is Form 7 in Schedule 1.

1. Prohibited terms

For the purposes of section 94AD(1)(g) of the Act, the following are prescribed prohibited terms—

* 1. a term which purports to unreasonably limit the resident’s activities for the purposes of ensuring that—
		1. an insurance policy of the rooming house operator is not invalidated or subjected to increased premiums; or
		2. any benefits that may be paid under an insurance policy of the rooming house operator are not reduced;
1. a term that requires the resident to indemnify the rooming house operator for any injury or damage arising from any conduct of the resident or visitor of the resident;
2. a term which prevents the resident from making a claim for compensation if the resident’s room is not available on the commencement date of the fixed term rooming house agreement;
3. a term which requires the resident to pay rent in advance by a payment method which requires additional costs (other than bank fees or account fees payable on the resident’s bank account);
4. a term which requires the resident to use the services of a third party service provider nominated by the rooming house operator;
5. a term which imposes fees for the safety‑related maintenance of the rooming house if those activities are the responsibility of the rooming house operator;
6. a term which purports to make the resident liable for the rooming house operator’s costs of filing an application at the Tribunal.
7. Statement of information for occupancy application forms

For the purposes of section 94E of the Act, the prescribed information is in Form 8 in Schedule 1.

1. Information which rooming house operator must not require applicant to disclose

For the purposes of section 94H of the Act, the following information is prescribed—

1. whether the applicant has previously taken legal action or has had a dispute against a residential rental provider, rooming house operator, caravan owner, caravan park owner, site owner or SDA provider;
2. the applicant’s rental bond history, including whether the applicant has ever had a claim made on their bond;
3. a passport, if alternative proof of identification is provided;
4. a statement from a credit or bank account which has not been redacted;
5. details of the applicant’s nationality or residency status, if this information is not required to assess eligibility for public housing or community housing;
6. the income of the applicant if the proposed rent has not yet been disclosed to the applicant by the rooming house operator, unless the rooming house operator is the Director of Housing or a registered housing agency.
7. Information which rooming house operator must disclose to applicant

For the purposes of section 94I(d) of the Act, the following information is prescribed—

1. if the rooming house or common property is known by the rooming house operator to have been the location of a homicide in the last 5 years;
2. if the rooming house is known by the rooming house operator to—
3. have been used for the trafficking or cultivation of a drug of dependence; or
4. have been used for the storage of a drug of dependence; or
5. have previously been assessed to have friable or non-friable asbestos on the rooming house; or
6. be affected by a building or planning application that has been lodged with the relevant authority;
7. any notice, order, declaration, report or recommendation issued by a relevant building surveyor, public authority, or government department that applies to the rooming house or common property at the time of disclosure;

**Example**

Any building notices or orders, reports or recommendations issued by the Victorian Building Authority, local councils, relevant building surveyors, or municipal building surveyors, that relate to any building defects or safety concerns such as the presence of combustible cladding, water leaks or structural issues affecting the rooming house or common property.

1. if there is a current domestic building work dispute under the **Domestic Building Contracts Act 1995** which applies to or affects the rooming house;
2. if there a current dispute under Part 10 of the **Owners Corporations Act 2006** which applies to or affects the rooming house;
3. a copy of any owners corporations’ rules applicable to the rooming house.
4. Form—Rooming house condition report

For the purposes of section 97(1B) of the Act, a condition report is in the prescribed form if it contains the information set out in Form 9 in Schedule 1.

1. Payment methods for rent—rooming house

For the purposes of section 99A(3)(b) of the Act, the prescribed payment method is electronic funds transfer.

1. Form—Rooming house notice of rent increase

For the purposes of section 101(1) of the Act, the prescribed form is Form 10 in Schedule 1.

1. Safety devices

For the purposes of section 114A of the Act, the following safety devices are prescribed—

1. a smoke alarm;
2. a carbon monoxide alarm;
3. a residual current device;
4. a pool fence;
5. a fire sprinkler system;
6. a fire hose reel;
7. a fire blanket;
8. a fire extinguisher;
9. a fire exit;
10. a fire window;
11. a fire hydrant;
12. a security camera located in common area;
13. any emergency lighting;
14. a hot water safety device.
15. Practitioners

For the purposes of section 115(2)(b) of the Act, a prescribed practitioner is a registered health practitioner within the meaning of the Health Practitioner Regulation National Law.

1. Amount—urgent repairs by resident

For the purposes of section 129(2)(b) of the Act, the prescribed amount is $2500.

1. Compliance with efficiency systems for urgent repairs by resident

 (1) For the purposes of section 129(4) of the Act, the following levels of ratings are prescribed—

1. for any appliances, fixtures and fittings, other than a dishwasher, which use or supply water—
2. a 3 star rating in the WELS scheme in the efficiency rating system referred to in regulation 23(a); or
3. if, because of the age, nature or structure of the plumbing in the rented premises, a replacement with a 3 star rating referred to in subparagraph (i) cannot be installed or, when installed will not operate effectively— a one star rating in the efficiency rating system referred to in regulation 23(a);

**Example**

If a 3 star rated tap or shower rose does not produce sufficient water pressure because of the age of the plumbing, a one or 2 star rated tap or shower rose may be installed.

1. for a dishwasher—
2. the levels of ratings prescribed under subregulation (1)(a); and
3. a 3 star rating in the efficiency rating system referred to in regulation 23(c);
4. for a non‑ducted air conditioner or heat pump in a Class 1 building, a 2 star heating rating in the efficiency rating system referred to in regulation 23(b); and
5. for a gas space heater in a Class 1 building, a 2 star heating rating in the efficiency rating system referred to in regulation 23(d).

 (2) Nothing in this regulation prevents the replacement of an appliance, fitting or fixture with an appliance, fitting or fixture of a level of rating above the level of rating prescribed in subregulation (1).

**Note**

See section 129(4) of the Act.

1. Amount—application to Tribunal for urgent repairs

For the purposes of section 130(1)(b) of the Act, the prescribed amount is $2500.

1. Matters—Tribunal Orders

 (1) For the purposes of section 142T(3)(c) of the Act, the prescribed matters are—

1. any letter, report, written declaration or other documentary materials from any of the following**—**
2. support workers;
3. health professionals;
4. religious entities and their employees;
5. crisis accommodation providers;
6. the Department of Health and Human Services (Child Protection);
7. Victoria Police within the meaning of the **Victoria Police Act 2013**;
8. the Australian Federal Police within the meaning of the Australian Federal Police Act 1979 of the Commonwealth;
9. a police service (however described) of another State or Territory;
10. employees of educational institutions and schools;
11. family and friends of the resident;
12. the employer of the specified person; or
13. an Australian Legal Practitioner;
14. any bank statements of the specified person or the party who is alleged to have subjected the specified person to the family violence or personal violence; and
15. any photographic or audio-visual evidence; and
16. any electronic communication within the meaning of section 3(1) of the **Electronic Transactions (Victoria) Act 2000**; and
17. any oral evidence about where the specified person has been staying or living; and
18. the risk to personal safety of the specified person or any children of the specified person occupying the rooming house; and
19. whether the party who is alleged to have subjected the specified person to the family violence or personal violence has been arrested, charged or released on bail.

 (2) For the purposes of subregulation (1), ***specified person*** means—

1. a person who has made an application under section 142S(1) of the Act; or
2. a person on whose behalf an application has been made under section 142S(5) of the Act.
3. Form of notice to vacate to a resident of a rooming house

 For the purposes of section 142ZT(a) of the Act, the prescribed form is Form 11 in Schedule 1.

1. Prohibited terms

For the purposes of section 144AA(1)(e) of the Act, the following terms are prescribed as prohibited terms—

* 1. a term which purports to unreasonably limit the resident’s activities for the purposes of ensuring that—
		1. an insurance policy of the caravan park owner or the caravan owner is not invalidated or subjected to increased premiums; or
		2. any benefits that may be paid under an insurance policy of the caravan park owner or the caravan owner are not reduced;
1. a term that requires the resident to indemnify the caravan park owner or caravan owner for any injury or damage arising from any conduct of the resident or visitor of the resident;
2. a term which prevents the resident from making a claim for compensation if the caravan or caravan park site is not available on the commencement date of the agreement;
3. a term which requires the resident to pay rent or a hiring charge in advance by a payment method which requires additional costs (other than bank fees or account fees payable on the resident’s bank account);
4. a term which requires the resident to use the services of a third party service provider nominated by the caravan park owner or caravan owner;
5. a term which imposes fees for the safety-related maintenance of the caravan, caravan park site or caravan park if those activities are the responsibility of the caravan park owner or caravan owner;
6. a term which purports to make the resident liable for the caravan park owner’s or caravan owner’s costs of filing an application at the Tribunal.
7. Form – notification of prospective caravan park resident rights

 For the purposes of section 145 of the Act, the prescribed form is Form 12 in Schedule 1.

1. Statement of information for occupancy application form

For the purposes of section 145A of the Act, the prescribed information is in Form 13 in Schedule 1.

1. Information which caravan park owner or caravan owner must not require applicant to disclose

For the purposes of section 145D of the Act, the following information is prescribed—

(a) whether the applicant has previously taken legal action or has had a dispute with a residential rental provider, rooming house operator, caravan owner, caravan park owner, site owner or SDA provider;

(b) the applicant’s rental bond history, including whether the applicant has ever had a claim made on their bond;

(c) a passport, if alternative proof of identification is provided;

 (d) a statement from a credit or bank account which has not been redacted;

(e) details of the applicant’s nationality or residency status, if this information is not required to assess eligibility for public housing or community housing.

1. Information that caravan park owner must disclose before agreement under section 144(1) commences

 For the purposes of section 145E(1)(e) of the Act, the following information is prescribed—

(a) whether the caravan park is liable to flooding;

(b) whether the site is liable to flooding.

1. Form of condition report

For the purposes of section 148(1B) of the Act, a condition report is in the prescribed form if it contains the information in Form 14 in Schedule 1.

1. Payment methods for rent

For the purposes of section 150A(3)(b) of the Act, the prescribed payment method is electronic funds transfer.

1. Form—caravan park rent increase and hiring charge increase

For the purposes of section 152(1) and (2) of the Act, the prescribed form is Form 15 in Schedule 1.

1. Utilities charges for caravan parks operators

For the purposes of section 163(e) of the Act, the prescribed charges are all charges relating to the pumping out and cleaning of sewage and septic tanks servicing a caravan park or site, required for reasons other than damage caused by the resident.

1. Caravan owner’s liability for charges for supply to non-complying appliances

 (1) For the purposes of section 164(1) of the Act, the following levels of ratings are prescribed—

1. for any appliances, fixtures and fittings, other than a dishwasher, which use or supply water—
2. a 3 star rating in the WELS scheme in the efficiency rating system referred to in regulation 23(a); or
3. if, because of the age, nature or structure of the plumbing in the rented premises, a replacement with a 3 star rating referred to in subparagraph (i) cannot be installed or, when installed will not operate effectively— a one star rating in the efficiency rating system referred to in regulation 23(a);

**Example**

If a 3 star rated tap or shower rose does not produce sufficient water pressure because of the age of the plumbing, a one or 2 star rated tap or shower rose may be installed.

1. for a dishwasher—
2. the levels of ratings prescribed under subregulation (1)(a); and
3. a 3 star rating in the efficiency rating system referred to in regulation 23(c).

 (2) Nothing in this regulation prevents the use of an appliance, fitting or fixture of a level of rating above the level of rating prescribed in subregulation (1).

1. Practitioners

For the purposes of section 171B(3)(b) of the Act, a prescribed practitioner is a registered health practitioner within the meaning of the Health Practitioner Regulation National Law.

1. Compliance with efficiency systems for caravan owner

 (1) For the purposes of section 181 of the Act, the following levels of ratings are prescribed—

1. for any appliances, fixtures and fittings, other than a dishwasher, which use or supply water—
2. a 3 star rating in the WELS scheme in the efficiency rating system referred to in regulation 23(a); or
3. if, because of the age, nature or structure of the plumbing in the rented premises, a replacement with a 3 star rating referred to in subparagraph (i) cannot be installed or, when installed will not operate effectively— a one star rating in the efficiency rating system referred to in regulation 23(a);

**Example**

If a 3 star rated tap or shower rose does not produce sufficient water pressure because of the age of the plumbing, a one or 2 star rated tap or shower rose may be installed.

1. for a dishwasher—
2. the levels of ratings prescribed under subregulation (1)(a); and
3. a 3 star rating in the efficiency rating system referred to in regulation 23(c).

 (2) Nothing in this regulation prevents the use of an appliance, fitting or fixture of a level of rating above the level of rating prescribed in subregulation (1).

**Note**

See section 181 of the Act.

1. Amount—urgent repairs to caravans

For the purposes of section 188(2)(b) of the Act, the prescribed amount is $2500.

1. Compliance with efficiency systems for urgent repairs by resident of caravan

 (1) For the purposes of section 188(3) of the Act, the following levels of ratings are prescribed—

1. for any appliances, fixtures and fittings, other than a dishwasher, which use or supply water—
2. a 3 star rating in the WELS scheme in the efficiency rating system referred to in regulation 23(a); or
3. if, because of the age, nature or structure of the plumbing in the rented premises, a replacement with a 3 star rating referred to in subparagraph (i) cannot be installed or, when installed will not operate effectively— a one star rating in the efficiency rating system referred to in regulation 23(a);

**Example**

If a 3 star rated tap or shower rose does not produce sufficient water pressure because of the age of the plumbing, a one or 2 star rated tap or shower rose may be installed.

1. for a dishwasher—
2. the levels of ratings prescribed under subregulation (1)(a); and
3. a 3 star rating in the efficiency rating system referred to in regulation 23(c).

 (2) Nothing in this regulation prevents the use of an appliance, fitting or fixture of a level of rating above the level of rating prescribed in subregulation (1).

**Note**

See section 188 of the Act.

1. Amount—urgent site repairs by resident

For the purposes of section 188A(2)(b) of the Act, the prescribed amount is $2500.

1. Compliance with efficiency systems for urgent site repairs by resident

 (1) For the purposes of section 188A(3) of the Act, the following levels of ratings are prescribed—

1. for any appliances, fixtures and fittings, other than a dishwasher, which use or supply water—
2. a 3 star rating in the WELS scheme in the efficiency rating system referred to in regulation 23(a); or
3. if, because of the age, nature or structure of the plumbing in the rented premises, a replacement with a 3 star rating referred to in subparagraph (i) cannot be installed or, when installed will not operate effectively—a one star rating in the efficiency rating system referred to in regulation 23(a);

**Example**

If a 3 star rated tap or shower rose does not produce sufficient water pressure because of the age of the plumbing, a one or 2 star rated tap or shower rose may be installed.

1. for a dishwasher—
2. the levels of ratings prescribed under subregulation (1)(a); and
3. a 3 star rating in the efficiency rating system referred to in regulation 23(c);

 (2) Nothing in this regulation prevents the replacement of an appliance, fitting or fixture with an appliance, fitting or fixture of a level of rating above the level of rating prescribed in subregulation (1).

**Note**

See section 188A(3) of the Act.

1. Amount—application to Tribunal for urgent caravan repairs

For the purposes of section 189(1)(b) of the Act, the prescribed amount is $2500.

1. Amount—application to Tribunal by resident for urgent site repairs

For the purposes of section 189A(1)(b) of the Act, the prescribed amount is $2500.

1. Matters—Tribunal Orders

 (1) For the purposes of section 206AH(3)(c) of the Act, the prescribed matters are**—**

1. any letter, report, written declaration or other documentary materials from any of the following**—**
2. support workers;
3. health professionals;
4. religious entities and their employees;
5. crisis accommodation providers;
6. the Department of Health and Human Services (Child Protection);
7. Victoria Police within the meaning of the **Victoria Police Act 2013**;
8. the Australian Federal Police within the meaning of the Australian Federal Police Act 1979 of the Commonwealth;
9. a police service (however described) of another State or Territory;
10. employees of educational institutions and schools;
11. family and friends of the resident;
12. the employer of the specified person; or
13. an Australian Legal Practitioner; and
14. any bank statements of the specified person or the party who is alleged to have subjected the specified person to the family violence or personal violence; and
15. any photographic or audio-visual evidence; and
16. any electronic communication within the meaning of section 3(1) of the **Electronic Transactions (Victoria) Act 2000**; and
17. any oral evidence about where a victim has been staying or living; and
18. the risk to personal safety of the specified person or any children of the specified person occupying the caravan or site; and
19. whether the party who is alleged to have subjected the specified person to the family violence or personal violence has been arrested, charged or released on bail.

 (2) For the purposes of subregulation (1), ***specified person*** means—

1. a person who has made an application under section 206AG(1) of the Act; or
2. a person on whose behalf an application has been made under section 206AG(5) of the Act.
3. Form—Notice to Vacate

For the purposes of section 206AZI of the Act, the prescribed form is Form 16 in Schedule 1.

1. Prohibited terms

For the purposes of section 206FA(1)(e) of the Act, the following terms are prescribed as prohibited terms—

* 1. a term which purports to unreasonably limit the site tenant’s activities for the purposes of ensuring that—
		1. an insurance policy of the site owner is not invalidated or subjected to increased premiums; or
		2. any benefits that may be paid under an insurance policy of the site owner are not reduced;
	2. a term that requires the site tenant to indemnify the site owner for any injury or damage arising from any conduct of the site tenant or visitor of the site tenant;
	3. a term which prevents the site tenant from making a claim for compensation if the Part 4A site is not available on the commencement date of the site agreement;
	4. a term which requires the site tenant to pay rent in advance by a payment method which requires additional costs (other than bank fees or account fees payable on the site tenant’s bank account);
	5. a term which requires the site tenant to use the services of a third party service provider nominated by the site owner;
	6. a term which imposes fees for the safety-related maintenance of the Part 4A site or Part 4A park if those activities are the responsibility of the site owner or Part 4A park owner;
	7. a term which purports to make the site tenant liable for the site owner’s costs of filing an application at the Tribunal.
1. Form of notice of cooling off period—site tenants

For the purposes of section 206I(2) of the Act, the prescribed form is Form 17 in Schedule 1.

1. Statement of information for site agreement applicants

For the purposes of section 206JB of the Act, the prescribed information is in Form 18 in Schedule 1.

1. Information which site owner must not require applicant to disclose

For the purposes of section 206JE of the Act, the following information is prescribed—

(a) whether the applicant has previously taken legal action or has had a dispute with a residential rental provider, rooming house operator, caravan owner, caravan park owner, site owner or SDA provider;

(b) the applicant’s rental bond history, including whether the applicant has ever had a claim made on their bond;

(c) a passport, if alternative proof of identification is provided;

(d) a statement from a credit or bank account which has not been redacted;

(e) details of the applicant’s nationality or residency status, if this information is not required to assess eligibility for public housing or community housing.

1. Information that site owners must disclose

 For the purposes of section 206JF(1)(f) of the Act, the following information is prescribed—

(a) whether the Part 4A park is liable to flooding;

(b) whether the Part 4A site is liable to flooding;

(c) details of the site tenant’s liabilities on permanent departure from the park or Part 4A site;

(d) details of the site tenant’s liabilities, or estimated liabilities, if the site tenant permanently departed after 1, 2, 5 and 10 years residence in the park or Part 4A site.

1. Amount of rent for which maximum bond does not apply.

For the purposes of section 206K(2) of the Act, the prescribed amount is $900.

1. Form—Part 4A site condition report

For the purposes of section 206O(1B) of the Act, a condition report is in the prescribed form if it contains the information set out in Form 19 in Schedule 1.

1. Form of notice of fixed rent increase under a site agreement

For the purposes of section 206SA(5) of the Act, the prescribed form is Form 20 in Schedule 1.

1. Payment methods for rent

For the purposes of section 206TA(3)(b) of the Act, the prescribed payment method is electronic funds transfer.

1. Form of notice of non-fixed rent increase under a site agreement

For the purposes of section 206V(1) of the Act, the prescribed form is Form 21 in Schedule 1.

1. Utilities charges for site owners

For the purposes of section 206ZF(e) of the Act, the prescribed charges are all charges relating to the pumping out and cleaning of sewage and septic tanks servicing a Part 4A site, required for reasons other than damage caused by the site tenant.

1. Practitioners

For the purposes of section 206ZMB(2)(b) of the Act, a prescribed practitioner is a registered health practitioner within the meaning of the Health Practitioner Regulation National Law.

1. Amount—urgent repairs by site tenant

For the purposes of section 206ZZAA(2)(b) of the Act, the prescribed amount is $2500.

1. Compliance with efficiency systems for urgent site repairs to Part 4A sites by site tenant

 (1) For the purposes of section 206ZZA(3) of the Act, the following levels of ratings are prescribed—

1. for any appliances, fixtures and fittings, other than a dishwasher, which use or supply water—
2. a 3 star rating in the WELS scheme in the efficiency rating system referred to in regulation 23(a); or
3. if, because of the age, nature or structure of the plumbing in the rented premises, a replacement with a 3 star rating referred to in subparagraph (i) cannot be installed or, when installed will not operate effectively— a one star rating in the efficiency rating system referred to in regulation 23(a);

**Example**

If a 3 star rated tap or shower rose does not produce sufficient water pressure because of the age of the plumbing, a one or 2 star rated tap or shower rose may be installed.

1. for a dishwasher—
2. the levels of ratings prescribed under subregulation (1)(a); and
3. a 3 star rating in the efficiency rating system referred to in regulation 23(c).

 (2) Nothing in this regulation prevents the replacement of an appliance, fitting or fixture with an appliance, fitting or fixture of a level of rating above the level of rating prescribed in subregulation (1).

**Note**

See section 206ZZAA of the Act.

1. Amount—application to Tribunal for urgent site repairs by site tenant

For the purposes of section 206ZZAB(1)(b) of the Act, the prescribed amount is $2500.

1. Matters—Tribunal Orders

For the purposes of section 207N(3)(d) of the Act, the prescribed matters are**—**

1. any letter, report, written declaration or other documentary materials from any of the following**—**
2. support workers;
3. health professionals;
4. religious entities and their employees;
5. crisis accommodation providers;
6. the Department of Health and Human Services (Child Protection);
7. Victoria Police within the meaning of the **Victoria Police Act 2013**;
8. the Australian Federal Police within the meaning of the Australian Federal Police Act 1979 of the Commonwealth;
9. a police service (however described) of another State or Territory;
10. employees of educational institutions and schools;
11. family and friends of the resident;
12. the employer of the specified person; or
13. an Australian Legal Practitioner; and
14. any bank statements of the specified person or the party who is alleged to have subjected the specified person to the family violence or personal violence; and
15. any photographic or audio-visual evidence; and
16. any electronic communication within the meaning of section 3(1) of the **Electronic Transactions (Victoria) Act 2000**; and
17. any oral evidence about where a victim has been staying or living; and
18. any documentary evidence of the risk to personal safety of the specified person and any children of the specified person occupying the Part 4A site; and
19. whether the party who is alleged to have subjected the specified person to the family violence or personal violence has been arrested, charged or released on bail.

 (2) For the purposes of subregulation (1), ***specified person*** means—

1. a person who has made an application under section 207M(1) of the Act; or
2. a person on whose behalf an application has been made under section 207M(5) of the Act.
3. Form—Notice to Vacate

For the purposes of section 207ZK(a) of the Act, the prescribed form is Form 22 in Schedule 1.

1. Form—disposal of personal documents

For the purposes of section 361(b) of the Act, the prescribed form is Form 23 in Schedule 1.

1. Form—Serious acts of violence

For the purposes of section 368(3) of the Act, the prescribed form is Form 24 in Schedule 1.

1. Goods left behind

For the purposes of section 384(2) of the Act, the prescribed goods are—

* 1. labelled containers or labelled urns containing human remains; and
	2. specialised medical devices, equipment and goods including prostheses and prescription medication; and
	3. medals and trophies.
1. Authority's receipt for bond

For the purposes of section 407(1) of the Act, the prescribed information is—

 (a) the type of tenure (rented premises, rooming house, caravan park or Part 4A park); and

 (b) the amount of bond received; and

 (c) the date the bond was received by the Authority; and

 (d) the names of the renters, residents or site tenants who contributed to the bond; and

 (e) the address of the rented premises, the rooming house and room number, the caravan park and site number, or the Part 4A park and Part 4A site number; and

 (f) the name and address of the residential rental provider, rooming house operator, caravan park owner, caravan owner or site owner; and

 (g) the bond number assigned to the bond by the Authority.

1. Authority's receipt for substituted bond

For the purposes of section 410B(4)(c) of the Act, the prescribed information is—

* 1. the type of tenure (rented premises, rooming house, caravan park or Part 4A park); and
	2. the amount of bond held by the Authority received; and
	3. the names of the renters, residents or site tenants who contributed to the bond; and
	4. the address of the rented premises, the rooming house and room number, the caravan park and site number, or the Part 4A park and Part 4A site number; and
	5. the name and address of the residential rental provider, rooming house operator, caravan park owner, caravan owner or site owner; and
	6. the bond number assigned to the bond by the Authority.
1. Documentary evidence to accompany objection to listing of information

 (1) For the purposes of section 439F(7)(b) of the Act, the prescribed documentary evidence is—

1. a written statement by the person making the objection, stating that the information relates to an act or a circumstance of family violence or personal violence experienced by the person; and
2. either—
3. a copy of an extract of a relevant family violence intervention order, family violence safety notice or recognised non-local DVO or a personal safety intervention order that has been certified in accordance with Part 5 of the **Oaths and Affirmations Act 2018**; or
4. any letter, report, written declaration in relation to the alleged family or personal violence or other documentary materials from a person, organisation or entity specified in subregulation (2).

 (2) For the purposes of subregulation (1)(b)(ii), the following persons, organisations and entities are specified—

1. support workers;
2. health professionals;
3. religious entities and their employees;
4. crisis accommodation providers;
5. the Department of Health and Human Services (Child Protection);
6. Victoria Police within the meaning of the **Victoria Police Act 2013**;
7. the Australian Federal Police within the meaning of the Australian Federal Police Act 1979 of the Commonwealth;
8. a police service (however described) of another State or Territory;
9. employees of educational institutions and schools;
10. family and friends of the person;
11. the employer of the person making the objection; or
12. an Australian Legal Practitioner.
13. Form of notice of affiliation and manner of endorsement

 (1) For the purposes of section 505B of the Act, the prescribed form is Form 25 in Schedule 1.

 (2) For the purposes of section 505B(a) of the Act, the prescribed manner of endorsement by a school or institution (as the case may be) is that the seal or other official endorsement of the school or institution, which is approved by the school council or governing body of the school or institution, is affixed to the notice.

Schedule 1—Forms

**Form 1**

**Residential Tenancies Act 1997**

(Section 26(1))

(Regulation 10(1))

**Residential RENTAL agreement of no more than 5 years**

This residential rental agreement (the agreement) is between the residential rental provider (the rental provider) and the renter listed on this form.

**PART A—GENERAL**

1.  **Date of agreement**

This is the date you sign the agreement [*insert date agreement is signed*]

2. **Premises let by the rental provider**

Address of premises [*insert address of premises*]

3. **Rental provider’s details**

Full name of rental provider[*insert name of rental provider*]

Address [*insert address of rental provider if there is no agent acting for the rental provider*]

Phone number [*insert phone number*]

ACN [*insert ACN if applicable*]

Email address [*insert email address*]

**Rental provider’s agent’s details**

Full name[*insert name of agent*]

Address [*insert address of agent*]

Phone number [*insert phone number*]

ACN [*insert ACN if applicable*]

Email address [*insert email address*]

4. **Renter’s details**

*Each renter that is a party to the agreement must provide their details here.*

Full name of renter[*insert name of each renter*]

Current address [*insert address of each renter*]

Phone number [*insert phone number of each renter]*

Email address [*insert email of each renter*]

5. **Length of the agreement** (select one box only)

|  |  |
| --- | --- |
| ☐Fixed term agreement | Start date [*insert start date*] (this is the date the agreement starts and you can occupy the rented premises) End date [*insert end date*] |
| ☐Periodic agreement (for example monthly) | Start date [*insert start date*] |

**Note:** If a fixed term agreement ends and the renter and rental provider do not enter into a new fixed term agreement, a periodic (for example month by month) residential rental agreement will be formed.

**PART B—STANDARD TERMS**

6. **Rent**

|  |  |
| --- | --- |
| Rent amount ($) (payable in advance) | [*insert rent amount*] |
| To be paid per (select one box only)  | ☐ week ☐ fortnight ☐ month (paid on the same day each month) |

7.  **Rental provider’s preferred methods of payment**

**Note**: The rental provider must permit at least one fee free payment method and must allow the renter to use Centrepay and another form of electronic funds transfer.

(rental provider to tick permitted methods of rent payment)

☐ direct debit

☐bank deposit

☐ cash

☐ cheque

☐ money order

☐ BPay

☐ other electronic form of payment [*insert details*]

Payment details [*insert any applicable payment details*]

8.  **Bond**

The renter must pay the bond specified below. Unless the rent is greater than $900 (per week), the maximum bond taken must not be more than one month’s rent. The rental provider or their agent must lodge the bond with the Residential Tenancies Bond Authority (RTBA). The bond must be lodged within 10 business days after receiving payment. The RTBA will send the renter a receipt for the bond. If the renter does not receive a receipt within 15 business days from when they paid the bond, they can:

* email the RTBA at rtba@justice.vic.gov.au; or
* call the RTBA on 1300 13 71 64.

Bond amount ($) [*insert bond amount*]

Date bond payment due [*insert date bond is due*]

9. **Service of notices and other documents by electronic communication**

Electronic service of documents must be in accordance with the requirements of the **Electronic Transactions (Victoria) Act 2000***.*

**Note:** If a party has not explicitly agreed to electronic service of documents, consent cannot be assumed.

9.1 **Does the rental provider agree to the service of notices and other documents by email?**

The rental provider must complete this section before giving the agreement to the renter.

(rental provider to tick as appropriate)

☐ yes [*insert email address*]

☐ no

9.2 **Does the renter agree to the service of notices and other documents by email?**

 (renter to tick as appropriate)

☐ yes [*insert each email address for service*]

☐ no

**Change of email address**

The renter and the rental provider must immediately notify the other party in writing if their email address changes.

**Withdrawal of consent**

The renter and rental provider must notify the other party in writing if they choose to withdraw consent to electronic service of documents. Once they have given notice, no documents are to be sent by email.

10. **Urgent repairs**

The rental provider is responsible for repairs and maintenance to the rented premises. The renter must notify the rental provider of the need for an urgent repair. For example, urgent repairs can involve repairs to a burst water service, a gas leak or flood damage.

For further information on seeking urgent repairs see clause 28 of this agreement.

**Details of person the renter should contact for an urgent repair**

(rental provider to insert details)

Emergency contact name [*insert name of emergency contact*]

Emergency contact phone number [*insert phone number of emergency contact*]

Emergency contact email address [*insert email address of emergency contact*]

11. **Professional cleaning**

The rental provider must not require the renter to arrange professional cleaning unless this is needed to restore the premises to the condition they were in at the start of the tenancy – allowing for fair wear and tear. The need for professional cleaning will be considered at the end of the tenancy.

If professional cleaning is necessary:

* the renter must have all or part of the premises professionally cleaned; or
* the renter must pay the cost of having all or part of the rented premises professionally cleaned.

12. **Owners corporation**

Do owners corporation rules apply to the premises?

(Rental provider to tick as appropriate)

☐ yes

☐ no

If yes, the rental provider must attach a copy of the rules to this agreement.

13. **Condition report**

A condition report is required to be provided on or before the date the agreement commences.

(Rental provider to tick below as appropriate)

☐ A condition report will be provided to the renter before the start of the agreement.

☐ A condition report has been provided to the renter before the start of the agreement.

**PART C—SAFETY-RELATED ACTIVITIES**

14. **Electrical safety checks**

1. The rental provider must ensure an electrical safety check of all electrical installations, fittings and appliances provided by a rental provider in the rented premises is conducted every 2 years by a licensed or registered electrician and must provide the renter with the date of the most recent safety check on request of the renter.
2. If an electrical safety check of the rented premises has not been conducted within the last 2 years at the time the renter occupies the premises, the rental provider must arrange an electrical safety check as soon as practicable.

15. **Gas safety activities**

This safety-related activity only applies if the rented premises contain any appliances, fixtures or fittings which use or supply gas.

1. The rental provider must ensure that a gas safety check of all gas installations and fittings in the rented premises is conducted every 2 years by a licensed or registered gasfitter and must provide the renter with the date of the most recent safety check on request of the renter.
2. If a gas safety check has not been conducted within the last 2 years at the time the renter occupies the premises, the rental provider must arrange a gas safety check as soon as practicable.

16. **Smoke alarm safety activities**

1. The rental provider must ensure that:
	1. any smoke alarm is correctly installed and in working condition; and
	2. any smoke alarm is tested according to the manufacturer’s instructions at least once every 12 months; and
	3. the batteries in each smoke alarm are replaced as required.
2. The rental provider must immediately arrange for a smoke alarm to be repaired or replaced as an urgent repair if they are notified by the renter that it is not in working order.
3. The rental provider, on or before the occupation day, must provide the renter with the following information in writing:
	1. information about how each smoke alarm in the rented premises works;
	2. information about how to test each smoke alarm in the rented premises;
	3. information about the renter’s obligations to not tamper with any smoke alarms and to report if a smoke alarm in the rented premises is not in working order.
4. The renter must give written notice to the rental provider as soon as practicable after becoming aware that a smoke alarm in the rented premises is not in working order.

**Note**: Regulations made under the **Building Act 1993** require smoke alarms to be installed in all residential buildings.

17. **Carbon monoxide alarm safety activities**

This safety-related activity only applies if the rented premises contains any appliances, fixtures or fittings which use or supply gas.

1. The rental provider must ensure that:
	1. any carbon monoxide alarm is correctly installed and in working condition; and
	2. any carbon monoxide alarm is tested according to the manufacturer’s instructions at least once every two years; and
	3. the batteries in each carbon monoxide alarm are replaced as required.
2. The rental provider must immediately arrange for a carbon monoxide alarm to be repaired or replaced as an urgent repair if they are notified by the renter that it is not in working order.
3. The rental provider, on or before the occupation day, must provide the renter with the following information in writing:
	1. information about how each carbon monoxide alarm in the rented premises works;
	2. information about how to test each carbon monoxide alarm in the rented premises; and
	3. information about the renter’s obligations to not tamper with any carbon monoxide alarms and to report if a carbon monoxide alarm in the rented premises is not in working order.
4. The renter must give written notice to the rental provider as soon as practicable after becoming aware that a carbon monoxide alarm in the rented premises is not in working order.

18. **Pool fence safety activities**

This safety-related activity only applies if the rented premises contains a pool.

1. The rental provider must ensure that the pool fence is maintained in good repair.
2. The renter must give written notice to the rental provider as soon as practicable after becoming aware that the pool fence is not in working order.
3. The rental provider must immediately arrange for a pool fence to be repaired or replaced as an urgent repair if they are notified by the renter that it is not in working order.

19. **Relocatable pool safety activities**

This safety-related activity only applies if a relocatable pool is erected on the rented premises.

A renter must not erect a relocatable pool on the rented premises for more than one day, unless the renter has given prior written notice to the rental provider.

**Note:** Regulations made under **Building Act 1993** apply to any person erecting a relocatable pool.

20. **Bushfire-prone area activities**

This prescribed safety activity only applies if the rented premises is in a bushfire prone area and is required to have a water tank for bushfire safety.

If the rented premises is in a designated bushfire-prone area under section 192A of the **Building Act 1993** and a water tank is required for firefighting purposes the residential rental provider must ensure the water tank and any connected infrastructure is maintained in good repair and cleaned as required.

 **PART D—ADDITIONAL TERMS**

21. **Additional terms (if any)**

List any additional terms to this agreement. The terms listed must not exclude, restrict or modify any of the rights and duties included in **Residential Tenancies Act 1997 (**the Act).

Additional terms must also comply with the Australian Consumer Law (Victoria). For example, they cannot be unfair terms. Contact Consumer Affairs Victoria on 1300 558 181 for further information or visit consumer.vic.gov.au.

[*insert additional terms*]

22. **Signatures**

This agreement is made under the Act.

Before signing you must read the relevant information in **Part E—Rights and Obligations**of this form.

**Rental Provider**

Signature [*insert signature of rental provider*]

Dated [*insert date of signing*]

**Renter**

Signature [*insert signature of renter*]

Dated [*insert date of signing*]

**Note**: Each renter who is a party to the agreement must sign and date here. Additional signatures for each renter should be included here, or attached to the rental agreement.

**PART E—RIGHTS AND OBLIGATIONS**

This is a summary of selected rights and obligations of renters and rental providers under the Act.

Any reference to VCAT refers to the Victorian Civil and Administrative Tribunal.

For more information, visit consumer.vic.gov.au/renting.

23. **Use of the premises**

The renter:

* is entitled to quiet enjoyment of the premises. The rental provider can only enter the premises in accordance with the Act;
* must not use the premises for illegal purposes;
* must not cause a nuisance or interfere with the reasonable peace, comfort or privacy of neighbours;
* must avoid damaging the premises and common areas. Common areas include hallways, driveways, gardens and stairwells. Where damage occurs, the renter must notify the rental provider in writing;
* must keep the premises reasonably clean.

24. **Condition of the premises**

The rental provider:

* must ensure that the premises comply with the rental minimum standards, and is vacant and reasonably clean when the renter moves in;
* must maintain the premises in good repair and in a fit condition for occupation;
* agrees to do all the safety-related maintenance and repair activities set out in **Part C** of the Agreement.

The renter must follow all safety-related activities set out in **Part C** of the Agreement and not remove, deactivate or otherwise interfere with the operation of prescribed safety devices on the premises.

25. **Modifications**

The renter:

* can make some modifications without seeking the rental provider’s consent. These modifications are listed on the Consumer Affairs Victoria website;
* must seek the rental provider’s consent before installing any other fixtures or additions;
* can apply to VCAT if they believe that the rental provider has unreasonably refused consent for a modification mentioned in the Act;
* at the end of the agreement, must restore the premises to the condition it was in before they moved in (excluding fair wear and tear). This includes removing all modifications.

The rental provider must not unreasonably refuse consent for certain modifications.

A list of the modifications that the rental provider cannot unreasonably refuse consent for is available on the Consumer Affairs Victoria website consumer.vic.gov.au/renting.

26. **Locks**

The rental provider must ensure the premises has:

* locks to secure all windows capable of having a lock; and
* deadlocks (a deadlock is a deadlatch with at least one cylinder) for external doors.

The renter must obtain consent to change a lock in the master key system from the rental provider.

The rental provider must not unreasonably refuse consent for a renter seeking to change a lock in the master key system.

The rental provider must not give a key to a person excluded from the premises under:

* a family violence intervention order; or
* a family violence safety notice; or
* a recognised non local DVO; or
* a personal safety intervention order.

27. **Repairs**

Only a suitably qualified person may do repairs – both urgent and non-urgent.

28. **Urgent repairs**

Section 3 of the Act defines ***urgent repairs***. Refer to the Consumer Affairs Victoria website for the full list of urgent repairs and for more information, visit consumer.vic.gov.au/urgentrepairs.

Urgent repairs include failure or breakdown of any essential service or appliance provided for hot water, cooking, heating or laundering supplied by the rental provider.

A renter may arrange for urgent repairs to be done if the renter has taken reasonable steps to arrange for the rental provider to immediately do the repairs and the residential provider has not carried out the repairs.

If the renter has arranged for urgent repairs, the renter may be reimbursed directly by the rental provider for the reasonable cost of repairs up to $2,500.

The renter may apply to VCAT for an order requiring the rental provider to carry out urgent repairs if:

1. the renter cannot meet the cost of the repairs; or
2. the cost of repairs is more than $2,500; or
3. the rental provider refuses to pay the cost of repairs if it is carried out by the renter.

29. **Non-urgent repairs**

The renter must notify the rental provider as soon as practicable of:

* damage to the premises; and
* breakdown of facilities, fixtures, furniture or equipment supplied by the rental provider.

The rental provider must carry out non-urgent repairs in a reasonable time.

The renter can apply to VCAT for an order requiring the rental provider to do the repairs if the rental provider has not carried out the repairs within 14 days after receiving notice.

30. **Assignment or sub-letting**

The renter must not assign (transfer to another person) or sub-let the whole or any part of the premises without the written consent of the rental provider.

The rental provider:

* cannot unreasonably withhold consent to assign or sub-let the premises; and
* must not demand or receive a fee or payment for consent, other than the reasonable cost to prepare a revised written agreement.

31. **Rent**

The rental provider must give the renter at least 60 days notice of a proposed rent increase.

The rent cannot be increased more than once every 12 months.

The rental provider must not increase the rent under a fixed term agreement unless the agreement provides for an increase by specifying the amount of increase or the method of calculating the rent increase.

32. **Access and entry**

The rental provider can enter the premises:

* to do an inspection but not more than once every 6 months;
* to comply with the rental provider’s duties under the Act;
* to conduct an open inspection to sell, rent or value the premises;
* to take images or video for advertising;
* if they believe the renter has failed to follow their duties under the Act;
* to do a pre-termination inspection where the renter has applied to have the agreement terminated because of family violence or personal violence.

The renter must allow entry to the premises where the rental provider has followed proper procedure.

33. **Pets**

The renter must seek consent from the rental provider before keeping a pet on the premises.

The rental provider must not unreasonably refuse a request to keep a pet.

**Form 2**

**Residential Tenancies Act 1997**

(Section 26(1A)(b)

(Regulation 10(2))

**Residential RENTAL agreement of more thaN 5 years**

This residential rental agreement (the agreement) is between the residential rental provider (the rental provider) and the renter listed on this form.

**PART A—GENERAL**

1. **Date of agreement**

This is the date you sign the agreement [*insert date agreement is signed*]

2. **Premises let by the rental provider**

Address of premises [*insert address of premises*]

3. **Rental provider’s details**

Full name of rental provider[*insert name of rental provider*]

Address [*insert address of rental provider if there is no agent acting for the rental provider*]

Phone number [*insert phone number*]

ACN [*insert ACN if applicable*]

Email address [*insert email address*]

**Rental provider’s agent’s details**

Full name[*insert name of agent*]

Address [*insert address of agent*]

Phone number [*insert phone number*]

ACN [*insert ACN if applicable*]

Email address [*insert email address*]

4. **Renter’s details**

*Each renter that is a party to the agreement must provide their details here.*

Full name of renter[*insert name of each renter*]

Current address [*insert address of each renter*]

Phone number [*insert phone number of each renter]*

Email address [*insert email address of each renter*]

5. **Length of the agreement** (select one box only)

|  |  |
| --- | --- |
| ☐Fixed term agreement | Start date [*insert start date*] (this is the date the agreement starts and you can occupy the rented premises) End date [*insert end date*] |

The end date must be no earlier than the date that is 5 years and one day from the commencement date unless—

* this agreement terminates in accordance with the Act (refer to sections 91B to 91N); or
* the term of this agreement is reduced by an order of the Victorian Civil and Administrative Tribunal (VCAT) made under section 91U (reduction or termination of fixed term residential rental agreement because of hardship) or section 91W (Tribunal orders – family violence or personal violence) of that Act.

**Note**: Clause 17 in Part B provides for the extension of the term of this agreement.

**PART B—STANDARD TERMS**

6. **Rent**

|  |  |
| --- | --- |
| Rent amount ($) (payable in advance) | [*insert rent amount*] |
| To be paid per (select one box only)  | ☐ week ☐ fortnight ☐ month (paid on the same day each month) |

7. **Rental provider’s preferred method of payment**

**Note**: The rental provider must permit at least one fee free payment method and must allow the renter to use Centrepay and another form of electronic funds transfer.

(rental provider to tick permitted methods of rent payment)

☐ direct debit

☐bank deposit

☐ cash

☐ cheque

☐ money order

☐ BPay

☐ other electronic form of payment [*insert details*]

Payment details [*insert any applicable payment details*]

8. **Bond**

The renter must pay the bond specified below. Unless the rent is greater than $900 (per week), the maximum bond taken must not be more than one month’s rent. The rental provider or their agent must lodge the bond with the Residential Tenancies Bond Authority (RTBA). The bond must be lodged within 10 business days after receiving payment. The RTBA will send the renter a receipt for the bond. If the renter does not receive a receipt within 15 business days from when they paid the bond, they can:

* email the RTBA at rtba@justice.vic.gov.au; or
* call the RTBA on 1300 13 71 64.

Bond amount ($) [*insert bond amount*]

Date bond payment due [*insert date bond is due*]

9. **Additional Bonds**

**9.1** The rental provider may require the renter to pay an additional amount of bond after the expiry of the first 5 years of the term, or where the renter has been in continuous occupation of the premises for at least 5 years, if—

 (a) the agreement will continue for another 5 years (including if the agreement has been extended); and

 (b) the rental provider provides 120 days written notice to the renter.

9.2 The additional amount of bond will be determined by—

 (a) calculating a total amount of bond for the next 5 year period of this agreement by using the rent payable at the commencement date of the next 5 year period; and

 (b) subtracting the total amount of bond currently lodged with the RTBA from the total amount of bond calculated under paragraph (a).

9.3 The additional amount of bond calculated in accordance with clause 9.2 must be paid by the renter on or before the end of the period of notice referred to in clause 9.1(b).

9.4 The rental provider or their agent must lodge the additional amount of bond with the RTBA within 10 business days after receiving the additional amount of bond.

9.5 The rental provider must not require an additional amount of bond more than once in any 5 year period of this agreement.

**Note**: The maximum bond payable by the renter under this agreement must not exceed the maximum amount payable under section 31(1) of the Act.

10. **Service of notices and other documents by electronic communication**

Electronic service of documents must be in accordance with the requirements of the **Electronic Transactions (Victoria) Act 2000***.*

**Note:** If a party has not explicitly agreed to electronic service of documents, consent cannot be assumed.

10.1 **Does the rental provider agree to the service of notices and other documents by email?**

 The rental provider must complete this section before giving the agreement to the renter.

 (rental provider to tick as appropriate)

☐ yes [*insert email address*]

☐ no

10.2 **Does the renter agree to the service of notices and other documents by email?**

 (renter to tick as appropriate)

☐ yes [*insert email address*]

☐ no

10.3 **Change of email address**

 The renter and the rental provider must immediately notify the other party in writing if their email address changes.

10.3 **Withdrawal of consent**

 The renter and rental provider must notify the other party in writing if they choose to withdraw consent to electronic service of documents. Once they have given notice, no documents are to be sent by email.

11. **Urgent repairs**

The rental provider is responsible for repairs and maintenance to the rented premises. The renter must notify the rental provider of the need for an urgent repair. For example, urgent repairs can involve repairs to a burst water service, a gas leak or flood damage.

For further information on seeking urgent repairs see clause 33 of this agreement.

**Details of person the renter should contact for an urgent repair**

(rental provider to insert details)

Emergency contact name [*insert name of emergency contact*]

Emergency contact phone number [*insert phone number of emergency contact*]

Emergency contact email address [*insert email address of emergency contact*]

12. **Professional cleaning**

The rental provider must not require the renter to arrange professional cleaning unless this is needed to restore the premises to the condition they were in at the start of the tenancy – allowing for fair wear and tear. The need for professional cleaning will be considered at the end of the tenancy.

If professional cleaning is necessary:

* the renter must have all or part of the premises professionally cleaned; or
* the renter must pay the cost of having all or part of the rented premises professionally cleaned.

13. **Owners corporation**

Do owners corporation rules apply to the premises?

(Rental provider to tick as appropriate)

☐ yes

☐ no

If yes, the rental provider must attach a copy of the rules to this agreement.

14. **Condition report**

A condition report is required to be provided on or before the date the agreement commences.

(Rental provider to tick below as appropriate)

☐ A condition report will be provided to the renter before the start of the agreement.

☐ A condition report has been provided to the renter before the start of the agreement.

15. **Rent adjustments**

\*[Option 1—CPI adjustment]

15.1 In this clause—

 (a) **CPI** means the Consumer Price Index—All Groups Melbourne (or if this index is not available or is discontinued or suspended, any other index that represents the rise in the cost of living in Melbourne as identified by the rental provider, acting reasonably);
and

 (b) **Current CPI** means the CPI number for the quarter ending immediately before the rent is reviewed; and

 (c) **Previous CPI** means the CPI number for the quarter ending immediately before the previous time that the rent was reviewed (or if it is the first rent review of the term, the CPI number prior to the commencement date).

15.2 On each anniversary of the commencement date, the rental provider may adjust the rent by an amount equal to the rent payable immediately before the review of the rent, multiplied by the Current CPI and divided by the Previous CPI.

15.3 If the rental provider elects to adjust the rent in accordance with subclause 15.1(b) in this option, the rental provider must provide the renter with written notice of the new rent 60 days prior to the date the rent will increase and the rental provider must complete the relevant fields of the table below.

|  |  |  |  |
| --- | --- | --- | --- |
| *Date* | *Current CPI* | *Previous CPI* | *New Rental Amount* |
| 1st anniversary of commencement date |  |  | $ |
| 2nd anniversary of commencement date |  |  | $ |
| 3rd anniversary of commencement date |  |  | $ |
| 4th anniversary of commencement date |  |  | $ |
| 5th anniversary of commencement date |  |  | $ |

**Note**

If this agreement is longer than 6 years, attach a separate sheet.

\*[Option 1A—SRI adjustment]

15.1 In this clause—

 (a) **SRI** means the Statewide Rent Index published in the quarterly Rental Report by the Department of Health and Human Services; and

 (b) **Current SRI** means the SRI number for the quarter ending immediately before the rent is reviewed; and

 (c) **Previous SRI** means the SRI number for the quarter ending immediately before the previous time that the rent was reviewed (or if it is the first rent review of the term, the SRI number prior to the commencement date).

15.2 On each anniversary of the commencement date, the rental provider may adjust the rent by an amount equal to the rent payable immediately before the review of the rent, multiplied by the Current SRI and divided by the Previous SRI.

15.3 If the rental provider elects to adjust the rent in accordance with subclause (1)(b) in this option, the rental provider must provide the renter with written notice of the new rent
60 days prior to the date the rent will increase and the rental provider must complete the relevant fields of the table in subclause (4).

15.4 If the SRI ceases to be published by the Department of Health and Human Services, the rent will be adjusted and this clause will be taken to have been replaced by the CPI-based rent adjustment mechanism clause set out in Form 2 in Schedule 1 to the Residential Tenancies Regulations 2019.

|  |  |  |  |
| --- | --- | --- | --- |
| *Date* | *Current SRI* | *Previous SRI* | *New Rental Amount* |
| 1st anniversary of commencement date |  |  | $ |
| 2nd anniversary of commencement date |  |  | $ |
| 3rd anniversary of commencement date |  |  | $ |
| 4th anniversary of commencement date |  |  | $ |
| 5th anniversary of commencement date |  |  | $ |

**Note:** If this agreement is longer than 6 years, attach a separate sheet.

\*[Option 2—Fixed Percentage Increase]

15.1 On each anniversary of the commencement date, the rent will be increased by the annual percentage increase in clause 2.

15.2 The rental provider must provide the renter with written notice of the new rent 60 days prior to the date the rent will increase.

\*[Option 3—Fixed Amount Increase]

15.1 The rent will increase on each anniversary of the commencement date in accordance with the table below.

|  |  |
| --- | --- |
| *Date* | *New Rental Amount* |
| 1st anniversary of commencement date | $ |
| 2nd anniversary of commencement date | $ |
| 3rd anniversary of commencement date | $ |
| 4th anniversary of commencement date | $ |
| 5th anniversary of commencement date | $ |

**Note**:If this agreement is longer than 6 years, attach a separate sheet.

\*delete if inapplicable.

16. **Ending the agreement early**

16.1 Subject to subclause 15.1, if the renter terminates this agreement before the term of this agreement ends, the rental provider and renter agree that the rental provider may require the renter to pay an amount of rent foregone under this agreement.

 The rent foregone must not exceed an amount equal to one month's rent for each unexpired full year of the term, up to a maximum of 6 unexpired years, calculated at the rate of rent payable in the year that this agreement is terminated.

16.2 The rental provider will take all reasonable steps to re-let the premises or otherwise minimise the amount of any rent foregone under this agreement.

16.3 The rental provider is not entitled to an amount of rent foregone under subclause 16.1 if this agreement terminates because—

 (a) the renter has given the rental provider notice of intention to vacate rented premises under section 91ZD of the Act; or

 (b) the renter has given the rental provider notice of intention to vacate rented premises under section 91ZE of the Act; or

 (c) the renter has given the rental provider notice of intention to vacate rented premises under section 91ZF of the Act.

 **Note**: A party to this agreement may apply to VCAT under section 91U for an order reducing the term of this agreement and making any necessary consequential variations to this agreement.

17. **Extension of agreement length**

17.1 The rental provider and the renter agree that this agreement may be extended—

 (a) for any period that they agree; and

 (b) as many times as they agree to do so.

17.2If the rental provider and the renter agree to an extension of the term, the rental provider and the renter must complete, sign and date Part F of this agreement.

17.2The terms and conditions of the extended term will otherwise be the same as the terms and conditions contained in this agreement, modified, if necessary, to apply to the extended term.

18. **Modifications**

18.1 The renter can make some modifications without seeking the rental provider’s consent. These modifications are listed on the Consumer Affairs Victoria website.

 The renter:

* must seek the rental provider’s consent before installing any other fixtures or additions;
* can apply to VCAT if they believe that the rental provider has unreasonably refused consent for a modification mentioned in the Act;
* at the end of the agreement, must restore the premises to the condition it was in before they moved in (excluding fair wear and tear). This includes removing all modifications.

 The rental provider must not unreasonably refuse consent for certain modifications.

 A list of the modifications that the rental provider cannot unreasonably refuse consent for is available on the Consumer Affairs Victoria website consumer.vic.gov.au/renting.

18.2 The rental provider and the renter agree and the rental provider consents to the alterations, additions, installations and renovations set out in Part F of this agreement.

18.3 The rental provider and the renter must complete, sign and date Part F of this agreement prior to the renter making any alteration, addition, installation or renovation to the premises referred to in Part F.

18.4 At the expiry or earlier termination of the tenancy agreement, the renter must undertake the restoration requirements (if any) or pay to the rental provider the amount (if any), specified in Part F of this agreement.

**Notes:**

1 If the rental provider and renter subsequently agree to any further alterations, additions, installations or renovations to the premises, they must, on each such occasion, complete and attach an additional copy of Part E of this agreement.

2 Section 64(2) of the Act provides that a renter who has installed fixtures or altered or made additions to rented premises, with or without the rental provider’s consent, must restore the premises or pay the rental provider the reasonable cost of restoration before the agreement is terminated— unless this agreement provides otherwise or the rental provider and renter otherwise agree.

**PART C—SAFETY-RELATED ACTIVITIES**

19. **Electrical safety checks**

1. The rental provider must ensure an electrical safety check of all electrical installations, fittings and appliances provided by a rental provider in the rented premises is conducted every 2 years by a licensed or registered electrician and must provide the renter with the date of the most recent safety check on request of the renter.
2. If an electrical safety check of the rented premises has not been conducted within the last 2 years at the time the renter occupies the premises, the rental provider must arrange an electrical safety check as soon as practicable.

20. **Gas safety activities**

This safety-related activity only applies if the rented premises contain any appliances, fixtures or fittings which use or supply gas.

1. The rental provider must ensure that a gas safety check of all gas installations and fittings in the rented premises is conducted every 2 years by a licensed or registered gasfitter and must provide the renter with the date of the most recent safety check on request of the renter.
2. If a gas safety check has not been conducted within the last 2 years at the time the renter occupies the premises, the rental provider must arrange a gas safety check as soon as practicable.

21. **Smoke alarm safety activities**

1. The rental provider must ensure that:
	1. any smoke alarm is correctly installed and in working condition; and
	2. any smoke alarm is tested according to the manufacturer’s instructions at least once every 12 months; and
	3. the batteries in each smoke alarm are replaced as required.
2. The rental provider must immediately arrange for a smoke alarm to be repaired or replaced as an urgent repair if they are notified by the renter that it is not in working order.
3. The rental provider, on or before the occupation day, must provide the renter with the following information in writing:
	1. information about how each smoke alarm in the rented premises works;
	2. information about how to test each smoke alarm in the rented premises;
	3. information about the renter’s obligations to not tamper with any smoke alarms and to report if a smoke alarm in the rented premises is not in working order.
4. The renter must give written notice to the rental provider as soon as practicable after becoming aware that a smoke alarm in the rented premises is not in working order.

**Note**: Regulations made under the **Building Act 1993** require smoke alarms to be installed in all residential buildings.

22. **Carbon monoxide alarm safety activities**

This safety-related activity only applies if the rented premises contains any appliances, fixtures or fittings which use or supply gas.

1. The rental provider must ensure that:
	1. any carbon monoxide alarm is correctly installed and in working condition; and
	2. any carbon monoxide alarm is tested according to the manufacturer’s instructions at least once every two years; and
	3. the batteries in each carbon monoxide alarm are replaced as required.
2. The rental provider must immediately arrange for a carbon monoxide alarm to be repaired or replaced as an urgent repair if they are notified by the renter that it is not in working order.
3. The rental provider, on or before the occupation day, must provide the renter with the following information in writing:
	1. information about how each carbon monoxide alarm in the rented premises works;
	2. information about how to test each carbon monoxide alarm in the rented premises; and
	3. information about the renter’s obligations to not tamper with any carbon monoxide alarms and to report if a carbon monoxide alarm in the rented premises is not in working order.
4. The renter must give written notice to the rental provider as soon as practicable after becoming aware that a carbon monoxide alarm in the rented premises is not in working order.

23. **Pool fence safety activities**

This safety-related activity only applies if the rented premises contains a pool.

1. The rental provider must ensure that the pool fence is maintained in good repair.
2. The renter must give written notice to the rental provider as soon as practicable after becoming aware that the pool fence is not in working order.
3. The rental provider must immediately arrange for a pool fence to be repaired or replaced as an urgent repair if they are notified by the renter that it is not in working order.

24. **Relocatable pool safety activities**

This safety-related activity only applies if a relocatable pool is erected on the rented premises.

A renter must not erect a relocatable pool on the rented premises for more than one day, unless the renter has given prior written notice to the rental provider.

**Note:** Regulations made under **Building Act 1993** apply to any person erecting a relocatable pool.

25. **Bushfire-prone area activities**

This safety-related activity only applies if the rented premises is in a bushfire prone area and is required to have a water tank for bushfire safety.

If the rented premises is in a designated bushfire-prone area under section 192A of the **Building Act 1993** and a water tank is required for firefighting purposes the residential rental provider must ensure the water tank and any connected infrastructure is maintained in good repair and cleaned as required.

**PART D—ADDITIONAL TERMS**

26**. Additional terms (if any)**

List any additional terms to this agreement. The terms listed must not exclude, restrict or modify any of the rights and duties included in the Act.

Additional terms must also comply with the Australian Consumer Law (Victoria). For example, they cannot be unfair terms. Contact Consumer Affairs Victoria on 1300 558 181 for further information or visit consumer.vic.gov.au.

[*insert additional terms*]

Additional terms can also be written in a separate document attached to this agreement.

27. **Signatures**

This agreement is made under the Act.

Before signing you must read the relevant information in **Part E—Rights and Obligations**of this form.

**Rental Provider**

Signature [*insert signature of rental provider*]

Dated [*insert date of signing*]

**Renter**

Signature [*insert signature of renter*]

Dated [*insert date of signing*]

**Note**: Each renter who is a party to the agreement must sign and date here. Additional signatures for each renter should be included here, or attached to the rental agreement.

**PART E—RIGHTS AND OBLIGATIONS**

This is a summary of selected rights and obligations of renters and rental providers under the Act.

Any reference to VCAT refers to the Victorian Civil and Administrative Tribunal.

For more information, visit consumer.vic.gov.au/renting.

28. **Use of the premises**

The renter:

* is entitled to quiet enjoyment of the premises. The rental provider can only enter the premises in accordance with the Act;
* must not use the premises for illegal purposes;
* must not cause a nuisance or interfere with the reasonable peace, comfort or privacy of neighbours;
* must avoid damaging the premises and common areas. Common areas include hallways, driveways, gardens and stairwells. Where damage occurs, the renter must notify the rental provider in writing;
* must keep the premises reasonably clean.

29. **Condition of the premises**

The rental provider:

* must ensure that the premises comply with the rental minimum standards, and is vacant and reasonably clean when the renter moves in;
* must maintain the premises in good repair and in a fit condition for occupation;
* agrees to do all the safety-related maintenance and repair activities set out in **Part C** of the Agreement.

The renter must follow all safety-related activities set out in **Part C** of the Agreement and not remove, deactivate or otherwise interfere with the operation of prescribed safety devices on the premises.

30 **Modifications**

The renter:

* can make some modifications without seeking the rental provider’s consent. These modifications are listed on the Consumer Affairs Victoria website;
* must seek the rental provider’s consent before installing any other fixtures or additions;
* can apply to VCAT if they believe that the rental provider has unreasonably refused consent for a modification mentioned in the Act;
* at the end of the agreement, must restore the premises to the condition it was in before they moved in (excluding fair wear and tear). This includes removing all modifications.

The rental provider must not unreasonably refuse consent for certain modifications.

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31. **Locks**

The rental provider must ensure the premises has:

* locks to secure all windows capable of having a lock; and
* deadlocks (a deadlock is a deadlatch with at least one cylinder) for external doors.

The renter must obtain consent to change a lock in the master key system from the rental provider.

The rental provider must not unreasonably refuse consent for a renter seeking to change a lock in the master key system.

The rental provider must not give a key to a person excluded from the premises under :

* a family violence intervention order; or
* a family violence safety notice; or
* a recognised non local DVO; or
* a personal safety intervention order.

32. **Repairs**

Only a suitably qualified person may do repairs – both urgent and non-urgent.

33. **Urgent repairs**

Section 3 of the Act defines ***urgent repairs***. Refer to the Consumer Affairs Victoria website for the full list of urgent repairs and more information, visit consumer.vic.gov.au/urgentrepairs.

Urgent repairs include failure or breakdown of any essential service or appliance provided for hot water, cooking, heating or laundering supplied by the rental provider.

A renter may arrange for urgent repairs to be done if the renter has taken reasonable steps to arrange for the rental provider to immediately do the repairs and the residential provider has not carried out the repairs.

If the renter has arranged for urgent repairs, the renter may be reimbursed directly by the rental provider for the reasonable cost of repairs up to $2,500.

The renter may apply to VCAT for an order requiring the rental provider to carry out urgent repairs if:

1. the renter cannot meet the cost of the repairs; or
2. the cost of repairs is more than $2,500; or
3. the rental provider refuses to pay the cost of repairs if it is carried out by the renter.

34. **Non-urgent repairs**

The renter must notify the rental provider as soon as practicable of:

* damage to the premises; and
* breakdown of facilities, fixtures, furniture or equipment supplied by the rental provider.

The rental provider must carry out non-urgent repairs in a reasonable time.

The renter can apply to VCAT for an order requiring the rental provider to do the repairs if the rental provider has not carried out the repairs within 14 days after receiving notice.

35. **Assignment or sub-letting**

The renter must not assign (transfer to another person) or sub-let the whole or any part of the premises without the written consent of the rental provider.

The rental provider:

* cannot unreasonably withhold consent to assign or sub-let the premises; and
* must not demand or receive a fee or payment for consent, other than the reasonable cost to prepare a revised written agreement.

36. **Rent**

The rental provider must give the renter at least 60 days notice of a proposed rent increase.

The rent cannot be increased more than once every 12 months.

The rental provider must not increase the rent unless the agreement provides for an increase by specifying the amount of increase or the method of calculating the rent increase.

37. **Access and entry**

The rental provider can enter the premises:

* to do an inspection but not more than once every 6 months;
* to comply with the rental provider’s duties under the Act;
* to conduct an open inspection to sell, rent or value the premises;
* to take images or video for advertising;
* if they believe the renter has failed to follow their duties under the Act;
* to do a pre-termination inspection where the renter has applied to have the agreement terminated because of family violence or personal violence.

The renter must allow entry to the premises where the rental provider has followed proper procedure.

38. **Pets**

The renter must seek consent from the rental provider before keeping a pet on the premises.

The rental provider must not unreasonably refuse a request to keep a pet.

**PART F—EXTENSIONS OF TERM, ALTERATIONS, ADDITIONS, INSTALLATIONS, RENOVATIONS AND RESTORATION REQUIREMENTS**

39. **Extension of term**

The rental provider and the renter agree that the duration of this agreement is extended to the new expiry date specified below—

[*insert new expiry date*]

The end date is to be no earlier than the date that is 5 years and one day from the commencement date unless—

* this agreement terminates in accordance with the Act (refer to sections 91B to 91N); or
* the term of this agreement is reduced by an order of VCAT made under section 91U (reduction or termination of fixed term residential rental agreement because of hardship) or section 91W (Tribunal orders – family violence or personal violence) of that Act.

**Signatures**

**Rental Provider**

Signature [*insert signature of rental provider*]

Dated [*insert date of signing*]

**Renter**

Signature [*insert signature of renter*]

Dated [*insert date of signing*]

**Note**: Each renter who is a party to the agreement must sign and date here. Additional signatures for each renter should be included here, or attached to the rental agreement.

40. **Permitted alterations, additions, installations and renovations to the premises**

Subject to the restoration requirements (if any) specified in this Part, the rental provider consents to the renter making the alterations, additions, installations or renovations to the premises specified below:

[*insert alterations, additions, installations or renovations to the premises that the renter is permitted to make during the term, for example—*

* *installation of a security screen on the front door;*
* *installation of a herb garden*]

**41. Restoration requirements**

If the renter undertakes the alterations, additions, installations or renovations to the premises specified above, either—

(check the appropriate box)

🞏 the rental provider agrees that there is no requirement to restore the premises or pay for restoration of the premises;

or

🞏 the renter agrees to undertake the restoration requirements or pay the amount specified at the expiry or earlier termination of this agreement, as set out below.

[*insert restoration requirements that apply at the expiry or earlier termination of this agreement*]

Amount representing estimated reasonable cost of restoring premises: [*enter amount*]

**Signatures**

**Rental Provider**

Signature [*insert signature of rental provider*]

Dated [*insert date of signing*]

**Renter**

Signature [*insert signature of renter*]

Dated [*insert date of signing*]

**Note**: Each renter who is a party to the agreement must sign and date here. Additional signatures for each renter should be included here, or attached to the rental agreement.

**Note**: If the rental provider and renter subsequently agree to further alterations, additions, installations or renovations to the premises, they must complete and attach an additional copy of Part F of this agreement.

**Form 3**

**Residential Tenancies Act 1997**

(Section 29C)

(Regulation 14)

**statement of information for rental applicants**

1. Discrimination is treating, or proposing to treat, someone unfavourably because of a personal characteristic.

2. In Victoria it is unlawful to discriminate against someone on the basis of certain personal characteristics. This means that residential rental providers (rental providers) and real estate agents cannot refuse you accommodation or change the terms of your residential rental agreement (the agreement) on the basis of personal characteristics protected by law. The following is a list of some protected characteristics that are sometimes discriminated against in the rental market:

* age
* disability (including physical, sensory, intellectual disability and mental illness)
* employment activity
* expunged homosexual conviction
* gender identity
* industrial activity (including union activity)
* marital status
* parental status or status as a carer
* physical features
* political belief or activity
* pregnancy
* race
* religious belief or activity
* sex activity or sexual orientation
* sex or intersex status
* association with someone who has these personal characteristics

3. These personal characteristics are protected by law and extend to agreements under the **Residential Tenancies Act 1997** (the Act). It is against the law for a rental provider or their agent to treat you unfavourably or discriminate against you because of these personal characteristics when you are applying for a rental property, occupying a rental property or leaving a rental property.

4. Discrimination on the basis of any of these personal characteristics may contravene Victorian laws including the Act, the **Equal Opportunity Act 2010** (the Equal Opportunity Act), and a range of Commonwealth Acts including the Australian Human Rights Commission Act 1986, the Age Discrimination Act 2004, the Disability Discrimination Act 1992, the Racial Discrimination Act 1975 and the Sex Discrimination Act 1984.

5. In some limited circumstances, discrimination may not be unlawful, including accommodation for children, shared family accommodation, and student accommodation. For example, a community housing provider who is funded to provide youth housing may positively discriminate to provide accommodation for a person. For more information, contact the Victorian Equal Opportunity and Human Rights Commission (VEOHRC).

6. **Scenarios and examples of unlawful discrimination in applying for a property**

* Refusing or not accepting your application because you have children, unless the premises is unsuitable for occupation by children due to its design or location.
* Processing your application differently to other applicants and not giving your application to the rental provider because you have a disability.
* Offering you the property on different terms by requiring more bond or requiring you to have a guarantor because of your age.
* Refusing to provide accommodation because you have an assistance dog.

7. **Scenarios and examples of unlawful discrimination when occupying or leaving a property**

* Refusing to agree to you assigning your lease to someone else because of that person’s personal characteristics.
* Refusing to allow you to make reasonable alterations or modifications to the property to meet your needs if you have a disability.
* Extending or renewing your agreement on less favourable terms than your original agreement.
* Issuing you with a notice to vacate based on your personal characteristics.

The examples listed and similar actions could contravene Act, the Equal Opportunity Act, or the Disability Discrimination Act 1992 of the Commonwealth.

**Getting help**

8. Unlawful discrimination is also an offence under the Act. If a rental provider or a real estate agent has unlawfully discriminated against you and you have suffered loss as a result, you can apply to VCAT for an order for compensation under section 210AA of the Act. VCAT can be contactedonline at <https://www.vcat.vic.gov.au/> or by calling 1300 018 228.

9. If you would like advice about unlawful discrimination in relation to an application to rent or an existing agreement you can call Victoria Legal Aid on 1300 792 387.

10. If you feel you have been unlawfully discriminated against when applying to rent, or once you have occupied a property, you or someone on your behalf can make a complaint to VEOHRC at <https://www.humanrightscommission.vic.gov.au/> or by calling 1300 292 153.

**Form 4**

**Residential Tenancies Act 1997**

(Section 35(1B))

(Regulation 18)

**Condition report—rented premises**

**PART A—PARTY DETAILS**

1. This condition report is evidence of the general condition of the rented premises at the START of a residential rental agreement (agreement).

2. **Filling out the condition report** – Before a renter enters into occupation of rented premises, a residential rental provider (the rental provider) must give the renter 2 copies of a condition report signed by or on behalf of the residential rental provider specifying the state of repair and general condition of the premises on the day specified in the report.

3. Renters must fill in, sign and date the condition report within 5 business days after moving in. A completed report may help the renter verify the condition of the rented premises if there is a dispute.

4. **Correcting a condition report** – Renters may not be able to see if all of the items in the condition report are working when they fill in the report. If something in the condition report is found to be inaccurate or incomplete, renters can apply to VCAT to correct the report. This must be done within 30 business days after the start date of the agreement. VCAT may then instruct the rental provider to amend the condition report.

5. Date of condition report [*insert date the \*rental provider/\*agent has prepared Parts A, B and C of this report*]

6. Address of rented premises [*insert address of rented premises*]

7. Rental provider’s details [*insert full name of rental provider*]

8. \*Agent’s details [*insert full name/company name of an agent representing the rental provider*]

9. Renter’s details [*insert full name of renter*]

*Each renter that is party to this specific agreement should sign this condition report*

 **Note**: Rental providers and renters should take photos of the premises. Photos should be taken close-up to show detail regarding the structure, fixtures or fittings being photographed and at a distance for perspective. Photos should be dated and attached to this condition report, in hard copy or electronically, as they can be useful in a dispute about the condition of the rented premises.

**PART B— START OF RENTAL AGREEMENT CONDITION REPORT**

*The rental provider or their agent must list features of each room in the rented premises and any appliances, fixtures or fittings let in the rented premises, including any of the following :*

* *baths*
* *bed frames*
* *blinds/curtains*
* *cabinets*
* *ceilings*
* *chairs*
* *cooktop*
* *dishwashers*
* *doors*
* *door locks*
* *exhaust fans*
* *floor coverings*
* *heaters*
* *hot water services*
* *internet connections*
* *intercom/security phone*
* *keys*
* *light fittings*
* *mattresses*
* *meal preparation areas*
* *mirrors*
* *ovens*
* *phone lines*
* *picture hooks (number and location)*
* *power points*
* *rangehoods*
* *refrigerator*
* *screen doors*
* *security systems*
* *showers*
* *side tables*
* *sinks*
* *smoke alarm*
* *staircases*
* *storage cupboard*
* *taps*
* *telephone connection*
* *tiling*
* *towel rails*
* *tv connection*
* *wardrobes*
* *washbasins*
* *window locks*
* *window screens*
* *windows*

*Features, appliances, fixtures and fittings on the outside of the rented premises must also be listed, including any of the following:*

* *balconies*
* *clothes lines*
* *fences*
* *garages*
* *gardens*
* *gates*
* *green waste bins*
* *hot water systems*
* *letter boxes*
* *pool or spas*
* *porches*
* *recycling bins*
* *rubbish bins*
* *storage cages*
* *sheds*
* *water tanks*

*For each feature, appliance, fixture or fitting, the rental provider or their agent must note whether the item is clean, undamaged, and working.*

*For each feature, appliance, fixture or fitting, the rental provider or their agent may include additional comments or photos in relation to the state of the item.*

*The rental provider or their agent must provide instructions to the renter to:*

* *indicate if the renter agrees or disagrees with the rental provider or their agent’s assessment.*
* *provide comments against each item if the renter disagrees, considers that something is unsafe or wants to add more details.*
* *provide any photos taken by the renter to support the renter’s assessment.*

*For each feature, appliance, fixture or fitting, the rental provider or their agent must leave adequate space for the renter to:*

* *agree or disagree with the rental provider or their agent’s assessment of the item*
* *provide comments on each item*
* *provide photos in relation to each item*

*The rental provider must also permit the renter to make attachments to the condition report to add additional information about the condition of any feature, fixture or fitting in the rented premises or any photos.*

**PART C—FOR THE START OF THE AGREEMENT ONLY**

**Communications**

10. †☐ A telephone line is connected to the rented premises

11. †☐ An internet line is connected to the rented premises

12. †☐ The rented premises is connected to the National Broadband Network (NBN)

13. Location of NBN connection in the rented premises [*insert location of NBN connection*]

**Information regarding safety**

14. The rental provider must keep records of gas and electrical safety checks. The rental provider must provide records of the gas and electrical safety checks on request by the renter.

15. Date of last smoke alarm testing [*insert date of last smoke alarm test*]

16. Date of last electrical safety check testing [*insert date of last electrical safety check*]

17. Date of last gas safety check [*insert date of last gas safety check*]

18. Date of last pool fence compliance check [*insert date of last pool fence check*]

**PART D—SIGNATURES**

 \***Rental provider/**\***agent**

19. Signature of \*rental provider/\*agent [*insert signature of rental provider/agent*]

20. Date [*insert date of signing*]

**Renter**

**Note**: Each renter must sign this report.

21. I have read the \*rental provider’s/\*agent’s report and agree except where I have commented in **Part B** of this report.

22. Signature of renter [*insert signature of renter*]

23. Date [*insert date of signing*]

*Insert signatures of any additional renters and the date of signing on this page, or at the back of the condition report.*

**PART E—END OF RENTAL AGREEMENT CONDITION REPORT**

24. Date of condition report[*insert date the* \**rental provider/*\**agent has prepared* ***Part D*** *of this report*]

25. This part of the report is to be completed by the rental provider or their agent within 10 days after the end of the agreement.

26. The rental provider or their agent must complete this part of the condition report in the presence of the renter or give the renter a reasonable opportunity to be present when it is completed.

*The rental provider or their agent must list each feature of each room in the rented premises and any appliances, fixtures or fittings let in the rented premises including any that are listed in the agreement under* ***Part B****.*

*For each feature, appliance, fixture or fitting, the rental provider or their agent must note whether the item is clean, undamaged, and in working condition. If the status of any feature, appliance, fixture or fitting has changed, the rental provider or their agent is advised to make comment and take pictures.*

\*Delete if not applicable.

† Tick if applicable.

**Form 5**

**Residential Tenancies Act 1997**

(Section 44(1))

(Regulation 21)

**NOTICE OF PROPOSED RENT INCREASE TO TENANT OF RENTED PREMISES**

1. The residential rental provider (the rental provider) must use this form to notify the renter of a proposed rent increase.

**PART A—INFORMATION FOR THE RENTER**

2. The rental provider must give the renter at least 60 days notice of any rent increase.

This notice may provide for one rent increase only.

Rental providers must not increase the rent during a fixed term residential rental agreement (the agreement) unless the agreement provides for an increase.

Rental providers they must not increase the rent more than once every 12 months.

**Challenging a rent increase**

3. You may apply to the Director of Consumer Affairs Victoria to review the proposed increase if you consider it to be excessive. This can be done free of charge, by filling in the section below, ‘Rent increase investigation’. An application must be made in writing within 30 days after the notice is given. The Director will then investigate the increase and provide a report.

4. You may also apply to the Victorian Civil and Administrative Tribunal (VCAT) for an order declaring the proposed rent amount to be excessive. This can be made within 30 days after receiving the Director’s report or within 30 days after the notice of rent increase is given (where there is no Director’s report). If you apply directly to VCAT you will have to satisfy VCAT that you have reasonable grounds for not requesting a report from the Director.

5. For further information visit the renting section of the Consumer Affairs Victoria website at [www.consumer.vic.gov.au/renting](file:///%5C%5Cinternal.vic.gov.au%5CDJR%5CHomedirs2%5CKNadesan%5CDocuments%5Cwww.consumer.vic.gov.au%5Crenting) or call 1300 558 181.

**PART B—DETAILS**

6. Address of rented premises [*insert address*]

7. Renter’s details

This notice is given to [*insert renter’s name*]

*Include the names of each renter that is a party to the agreement.*

8. Rental provider’s details

Name of rental provider [*insert rental provider’s name — cannot be the agent's name*]

9. Address of rental provider for the purpose of serving documents [*insert rental provider’s address—can be the agent's address*]

10. Contact telephone numbers of rental provider or agent

Business hours [*insert telephone number*]

After hours [*insert telephone number*]

Email address [*insert email address*]

11. **Proposed rent increase**

I intend to increase the rent as follows:

Current rent amount ($) [*insert rent*] per \*week/\*fortnight/\*month

New rent amount ($) [*insert rent*] per \*week/\*fortnight/\*month

Start date [*insert start date*]

Method used to calculate rent increase [*insert method used to calculate rent increase*]

12. **Delivery of this notice**

This notice has been delivered

†□ personally, for example by hand

†□ by registered post Delivery time [*insert delivery time*]

†□ by email (if consent has been provided by the renter)

Renter’s email address [*insert email address*]

13.  **Rent increase investigation – for renters**

A request for an investigation by the Director of Consumer Affairs Victoria must be in writing.

You can apply for an investigation, by ticking the box below, writing your daytime telephone number, and posting a copy of this form to Director of Consumer Affairs Victoria, GPO Box 123 Melbourne 3001, or emailing it to renting@justice.vic.gov.au.

After your request has been received, a Residential Tenancies Inspector will contact you.

†□ Yes, \*I/\*we the renter/s wish to apply for a rent increase investigation:

Renter daytime telephone number [*insert telephone number*]

† Tick as applicable.

\*Delete if not applicable.

**Form 6**

**Residential Tenancies Act 1997**

(Section 91ZZO(a)

(Regulation 37)

**Notice to VACATE to renter of a rented premises**

**INFORMATION FOR RENTERS**

1. **Challenging this notice** – You may be able to challenge this Notice at the Victorian Civil and Administrative Tribunal (VCAT). Reasons to challenge notices to vacate include:

* if you believe you were given this notice due to unlawful discrimination;
* if you believe it was not given to you properly;
* if you disagree with the reason given or the information in the form is incorrect;
* if the reason for the notice to vacate relates to an act or breach by a person subjecting you to family violence or personal violence.

You must apply to VCAT within 30 days after the notice to vacate is given if you are challenging the notice based on family or personal violence, or changes to the rented premises (including repairs, demolition, use of the premises for business, occupation by the rental provider’s family, sale, or if the premises will be used for other purposes).

2. **Possession orders and warrants** – Residential rental providers (rental providers) can apply to VCAT for a possession order only after giving you the appropriate notice to vacate. In making the order, VCAT must be satisfied that the person who gave you the notice to vacate was entitled to give it.

If you do not comply with the possession order, the rental provider can apply for a warrant of possession.

3. VCAT may consider whether your notice to vacate was caused by the act of a person who has subjected you to family or personal violence in assessing an application for possession.

4. Rental providers cannot personally use force to remove you if you refuse to leave the property. Only Victoria Police can carry out a forcible eviction, and only when they are acting on a VCAT order.

5. If you are experiencing hardship, you may ask VCAT to postpone the issue of the warrant.

6. **Seeking advice** – If you think you have grounds to challenge a notice to vacate you should seek advice immediately by contacting one of the community legal organisations listed on the Consumer Affairs Victoria website. For further information visit the renting section of the Consumer Affairs Victoria website at [consumer.vic.gov.au/renting](http://www.consumer.vic.gov.au/renting) or call 1300 558 1 81.

**Notice**

7. Address of rented premises [*insert address of rented premises*]

8. Renter’s details [*insert full name of each renter*]

9. **\*Rental provider’s /\*mortgagee’s details**

I am giving you this notice as

†□ the rental provider

†□ the mortgagee

Full name of rental provider/mortgagee (this cannot be the agent’s name) [*insert rental provider or mortgagee’s full name*]

\*Rental provider’s/\*mortgagee’s address for serving documents (this can be the agent’s address) [\**insert address of rental provider/*\**mortgagee*]

Contact telephone numbers

Business hours [*insert contact telephone number*]

After hours [*insert contact telephone number*]

Email address [*insert contact email address*]

10.  **Termination date**

The termination date must allow for:

* the minimum notice required under the **Residential Tenancies Act 1997** (the Act); and
* the proposed method of delivery and the date the renter is expected to receive the notice.

The minimum number of days notice required under the Act is [*insert minimum number of days*]. I request that you vacate on or before the following termination date [*insert termination date*]. If you want to challenge this notice you should seek legal advice as soon as possible.

11. I am giving you this notice for the following reason:

[*insert the relevant reason, section number of the Act and minimum notice required under the Act. The rental provider must also explain why the notice has been given. It is not enough to quote from the reasons on the information sheet; this must be accompanied by specific details. VCAT may find a notice to vacate invalid if the notice does not provide enough details or is not accompanied by the form of documentary evidence approved by the Director of Consumer Affairs Victoria*]

Is documentary evidence attached?

†□ no

†□ yes

Please provide details of the evidence attached [*insert details of the evidence attached*]

12. **Delivery of this notice**

This notice has been delivered

†□ personally, for example by hand

†□ by registered post Delivery time [*insert delivery time*]

†□ by email (if consent has been provided by the renter)

Renter’s email address [*insert renter’s email address*]

13. **Signature of \*rental provider/\*mortgagee/\*agent**

Signature of \*rental provider/\*mortgagee/\*agent [*insert signature of \*rental provider/\*mortgagee/\*agent*]

Name of \*rental provider/\*mortgagee/\*agent [*insert name of \*rental provider/\*mortgagee/\*agent*]

Date of notice [*insert date notice is issued*]

† tick as applicable.

\*delete whichever is not applicable.

**Form 7**

**Residential Tenancies Act 1997**

(Section 93A(2)(b))

(Regulation 38)

**FIXED term rooming house agreement**

This rooming house agreement (the agreement) is between the rooming house operator and the resident listed on this form.

**PART A—GENERAL DETAILS**

1. **Date of agreement**

This is the date you sign the agreement [*insert date agreement is signed*]

2.  **Premises let by the rooming house operator**

Address of premises including room number [*insert address of premises including room number*]

Items let with the room (if any)

[*list and describe any items let with the room*]

3. **Rooming house operator’s details**

Full name of rooming house operator[*insert name of rooming house operator*]

Address [*insert address of rooming house operator if there is no agent acting for the rooming house operator*]

Phone number [*insert phone number*]

ABN/ACN [*insert ABN/ACN if applicable*]

Email address [*insert email address of rooming house operator*]

**Rooming house operator’s agent details**

Full name[*insert name of agent*]

Address [*insert address of agent*]

Phone number [*insert phone number of agent]*

ABN/ACN [*insert ABN/ACN if applicable*]

Email address [*insert email address of agent*]

4. **Resident’s details**

*Each resident that is a party to this agreement must provide their details here.*

Full name of resident [*insert name of each resident*]

Current Address [*insert address of each resident*]

Phone number [*insert phone number of each resident]*

Email address [*insert email address of each resident*]

5. **Urgent repairs**

The rooming house operator is responsible for repairs and maintenance to the rooming house. The resident must notify the rooming house operator of the need for an urgent repair. For example, urgent repairs can involve repairs to a burst water service, a gas leak or flood damage.

For further information on seeking urgent repairs see clause 22 of this agreement.

(rooming house operator to insert details)

**Details of person the resident should contact for an urgent repair** Emergency contact name [*insert name of emergency contact*]

Emergency contact phone number [*insert phone number of emergency contact*]

Emergency contact email address [*insert email address of emergency contact*]

6. **Length of the agreement**

|  |  |
| --- | --- |
| †☐Fixed term agreement | Start date [*insert start date*] (this is the date the agreement starts and you can occupy the room)End date [*insert end date*] |

7. **Rent**

Rent amount ($) (charged under this agreement)[*insert rent amount*]

To be paid per

☐ week

☐ fortnight

(select one box only)

Date first rent payment is due [*insert date*]

**Note**: The rooming house operator cannot ask the resident to pay rent more than 14 days in advance.

8. **Rooming house operator’s preferred method of payment**

**Note**: The rooming house operator must permit at least one fee free payment method and must allow the resident to use Centrepay and another form of electronic funds transfer.

The rooming house operator must tell the resident about any costs (such as transaction fees) related to the payment method.

The operator and resident may change the payment method by agreement.

(rooming house operator to tick permitted methods of rent payment)

☐ direct debit

☐bank deposit

☐ cash

☐ cheque

☐ money order

☐ BPay

☐ other electronic form of payment [*insert details*]

Payment details [*insert any applicable payment details*]

9. **Bond**

The bond must not be more than 28 days rent if the agreement has a fixed term, or in any other case 14 days rent. The rooming house operator or agent must lodge the bond with the Residential Tenancies Bond Authority (RTBA). The bond must be lodged within 10 business days after receiving payment. The RTBA will send the resident a receipt for the bond. If the resident does not receive a receipt within 15 business days from when they paid the bond, they can:

* email the RTBA at rtba@justice.vic.gov.au; or
* call the RTBA on 1300 13 71 64.

Bond amount ($) [*insert bond amount*]

Date bond payment due [*insert date bond is due*]

10. **Service of notices and other documents by electronic communication**

Electronic service of documents must be in accordance with the requirements of the **Electronic Transactions (Victoria) Act 2000***.*

**Note:** If a party has not explicitly agreed to electronic service of documents, consent cannot be assumed.

10.1 **Does the rooming house operator agree to the service of notices and other documents by email?**

The rooming house operator must complete this section before giving the agreement to the resident.

(rooming house operator to tick as appropriate)

☐ yes [*insert email address*]

☐ no

10.2 **Does the resident agree to the service of notices and other documents by email?**

(resident to tick as appropriate)

☐ yes [*insert email address*]

☐ no

**Change of email address**

If the resident or rooming house operator changes their email address after agreeing to service, they must immediately notify the other person in writing.

**Withdrawal of consent**

If the resident or rooming house operator agrees to accept electronic service and later decides to change their mind, they must immediately tell the other person in writing. Once they have given notice, no documents are to be sent by email.

11. **Professional cleaning**

A rooming house operator may only request professional cleaning in a fixed term agreement if it is necessary to restore the room to the condition it was in before the resident moved in.

12. **Condition report**

A condition report is required to be provided on or before the date the agreement commences.

(rooming house operator to tick below as appropriate)

☐ A condition report will be provided to the resident before the start of the agreement.

☐ A condition report has been provided to the resident before the start of the agreement.

13. **Additional terms (if any)**

List any additional terms to this agreement. The terms listed cannot take away any of the rights and duties included in the Act and cannot be prescribed prohibited terms.

It is possible to negotiate or challenge additional terms. The resident may apply to VCAT if any of the terms in the agreement are harsh or unfair.

Additional terms must also comply with the Australian Consumer Law (Victoria). Contact Consumer Affairs Victoria on 1300 55 81 81 for further information or visit consumer.vic.gov.au.

[*insert additional terms*]

**Note:** If you need extra space, attach a separate sheet. Both the rooming house operator and resident(s) should sign and date all attachments.

14. **Signatures**

This agreement is made under the **Residential Tenancies Act 1997** (the Act).

Before signing you must read the relevant clauses in**Part B—Rights and Obligations**of this form.

**Rooming House Operator**

Signature [*insert signature of rooming house operator*]

Dated [*insert date of signing*]

**Resident**

Signature [*insert signature of resident*]

Dated [*insert date of signing*]

**Note**: Each resident who is a party to the agreement must sign and date here. Additional signatures for each resident should be included here or attached to the agreement.

**Part B—RIGHTS AND OBLIGATIONS**

15. **Rights and obligations**

This is a summary of selected rights and obligations of residents and rooming house operators under the Act.

In addition to this, the rooming house operator must give the resident a summary of their rights and duties and a copy of the house rules. These must also be displayed in the resident's room.

For more information, visit consumer.vic.gov.au/renting.

16. **Use of the premises**

The resident:

* has a right to reside in their room and use the facilities of the rooming house;
* has an exclusive right to live in the room unless the rooming house operator gives notice before they move in that the room will be shared or the resident agrees to share the room;
* is entitled to quiet enjoyment of the premises and must not do anything to disturb the privacy and peace and quiet of other residents;
* must use the room for residential purposes only and not illegal purposes;
* must keep the premises reasonably clean.

17. **Shared rooms**

The resident:

* has the right to receive written notice confirming if they are sharing their room or are an exclusive occupant;
* have their rent reduced if they agree to have more people in their room.

18. **Condition of the premises**

The rooming house operator:

* must ensure that the room complies with any applicable rooming house standards including having windows with coverings for privacy that can be opened and closed and at least 2 working power outlets, and is vacant and reasonably clean when the resident(s) moves in. For further information please see consumer.vic.gov.au/housing/renting/types-of-rental-agreements/sharing-in-a-rooming-house/minimum-standards-in-rooming-houses;
* must ensure the rooming house and its rooms are maintained in good repair;
* must ensure that the resident has access to food preparation facilities such as an oven and cook-top which are in good working order;
* must ensure that the rooming house meets public health and wellbeing laws such as providing at least one toilet for every 10 people.

The resident:

* must be given 2 copies of the condition report specifying the state of repair and general condition of the room before it was occupied.
* must not remove, deactivate or interfere with safety devices on the premises.

 19. **Modifications**

The resident:

* must seek the rooming house operator’s written consent before installing any fixtures or altering, renovating or making additions to the room.

The rooming house operator must:

* not unreasonably refuse consent for modifications which are reasonable alterations under the **Equal Opportunity Act 2010** which an occupational therapist or similar practitioner has said the resident needs.

20. **Locks**

The rooming house operator must make sure the premises has a door that can be locked by a key from the outside and unlocked from inside without a key.

21. **Repairs**

Only a suitably qualified person may do repairs—both urgent and non-urgent.

22. **Urgent repairs**

Section 3 of the Act defines ***urgent repairs***. Refer to the Consumer Affairs Victoria website for the full list of urgent repairs and for more information, visit [consumer.vic.gov.au/urgentrepairs](http://www.consumer.vic.gov.au/urgentrepairs).

Urgent repairs include failure or breakdown of any essential service or appliance provided for hot water, water, cooking, heating or laundering supplied by the rooming house operator.

The rooming house operator must carry out urgent repairs after being notified.

A resident may arrange for urgent repairs to be done if the resident has taken reasonable steps to arrange for the rooming house operator to immediately do the repairs and the rooming house operator has not carried out the repairs.

If the resident has arranged for urgent repairs, the resident may be reimbursed directly by the rooming house operator for the reasonable cost of repairs up to $2,500.

The resident may apply to VCAT for an order requiring the rooming house operator to carry out urgent repairs if:

1. the resident cannot pay; or
2. the cost of repairs is more than $2,500; or
3. the rooming house operator will not pay the cost of repairs if it is carried out by the resident.

23. **Non-urgent repairs**

The resident must notify the rooming house operator as soon as practicable of:

* damage to the premises; and
* breakdown of facilities, fixtures, furniture or equipment supplied by the rooming house operator.

The rooming house operator must carry out non-urgent repairs in a reasonable time.

If the rooming house operator has not carried out the requested repairs within 14 days after being given the notice, the resident may contact the Director of Consumer Affairs Victoria. The Director may investigate whether the rooming house operator is keeping the property in good repair.

The resident may apply to VCAT for an order requiring the rooming house operator to do the repairs if the rooming house operator has not done the repairs within 14 days after receiving the notice.

24. **Rent**

The rooming house operator must give the resident at least 60 days notice of a proposed rent increase.

The rent cannot be increased more than once every 12 months.

The rooming house operator must not hold or dispose of goods even if the resident owes rent.

25. **Access and entry**

The rooming house operator can enter the resident’s room:

* if the resident agrees to the time of entry sought;
* if there is an emergency and immediate access is required to save life or valuable property;
* to provide necessary services at a time provided in the house rules;
* to show the rooming house to a prospective buyer or lender, or a prospective resident(s);
* if they believe the resident has failed to follow their duties under the Act;
* to inspect the room (provided entry has been made for this purpose within the last 4 weeks).

The resident must allow entry to the resident’s room if the rooming house operator has followed proper procedure – this includes providing the resident with a written notice of entry.

26. **Pets**

The resident must seek consent from the rooming house operator before keeping a pet, other than an assistance dog, on the premises.

**Form 8**

**Residential Tenancies Act 1997**

(Section 94E)

(Regulation 40)

**information for rooming house applicants**

1. Discrimination is treating, or proposing to treat, someone unfavourably because of a personal characteristic.

2. In Victoria it is unlawful to discriminate against someone on the basis of certain personal characteristics. This means that rooming house operators and managers cannot refuse you accommodation or change the terms of your rooming house agreement (the agreement) on the basis of personal characteristics protected by law. The following is a list of some protected characteristics that are sometimes discriminated against in the rental market:

* age
* disability (including physical, sensory and intellectual disability and mental illness)
* employment activity
* expunged homosexual conviction
* gender identity
* industrial activity (including union activity)
* marital status
* parental status or status as a carer
* physical features
* political belief or activity
* pregnancy
* race
* religious belief or activity
* sex activity or sexual orientation
* sex or intersex status
* association with someone who has these personal characteristics

3. These personal characteristics are protected by law and extend to agreements under the **Residential Tenancies Act 1997** (the Act). It is against the law for a rooming house operator, their manager or their agent to treat you unfavourably or discriminate against you because of these personal characteristics when you are applying for a rooming house, occupying a rooming house or leaving a rooming house.

4. Discrimination on the basis of any of these personal attributes may contravene Victorian laws including the Act, the **Equal Opportunity Act 2010** (the Equal Opportunity Act), and a range of Commonwealth Acts including the Australian Human Rights Commission Act 1986, the Age Discrimination Act 2004, the Disability Discrimination Act 1992, the Racial Discrimination Act 1975 and the Sex Discrimination Act 1984.

5. In some limited circumstances, discrimination may not be unlawful, including accommodation for children, shared family accommodation, and student accommodation. For example, a community housing provider who is funded to provide youth housing may positively discriminate to provide accommodation for a person. For more information, contact the Victorian Equal Opportunity and Human Rights Commission (VEOHRC).

6. **Scenarios and examples of unlawful discrimination in applying for a property**

* Refusing your application because of your ethnicity.
* Processing your application differently to other applicants.
* Offering you the property on different terms by requiring a higher rent because of your age.
* Refusing to provide accommodation because you have an assistance dog.

7. **Scenarios and examples of unlawful discrimination when occupying or leaving a property**

* Stopping you from accessing a benefit or facility that is associated with the accommodation (e.g. a shared space such as a kitchen).
* Refusing to allow you to make reasonable alterations or modifications to the property to meet your needs if you have a disability.
* Extending or renewing your agreement on less favourable terms than your original agreement.
* Attempting to evict you and issuing you with a notice to vacate based on your personal characteristics.

The examples listed and similar actions could contravene the Act, the Equal Opportunity Act or the Disability Discrimination Act 1992 of the Commonwealth.

**Getting help**

8. Unlawful discrimination is also an offence under the Act. If a rooming house operator, manager, or their agent is found to have unlawfully discriminated against you and you have suffered loss as a result, you can apply to VCAT for an order for compensation under section 210AA of the Act. VCAT can be contacted online at <https://www.vcat.vic.gov.au/> or by calling 1300 018 228.

9. If you would like advice about unlawful discrimination in relation to an application for residency or an existing agreement you can call Victoria Legal Aid on 1300 792 387.

10. If you feel you have been unlawfully discriminated against when applying to a rooming house, or once you have occupied a rooming house, you or someone on your behalf can make a complaint to VEOHRC at <https://www.humanrightscommission.vic.gov.au/> or by calling 1300 292 153.

**Form 9**

**Residential Tenancies Act 1997**

(Section 97(1B))

(Regulation 43)

**Rooming house condition report**

**PART A—PARTY DETAILS**

1. This condition report is evidence of the general condition of the room at the START of the rooming house residency.

2.  **Filling out the condition report** – Before a resident enters into occupation of the rooming house, the rooming house operator or their agent must give the resident 2 copies of a condition report signed by or on behalf of the rooming house operator specifying the state of repair and general condition of the premises on the day specified in the report.

3. Residents must fill in, sign and date the condition report within 5 business days after moving in. A completed report can help the renter verify the condition of the room if there is a dispute.

4. **Correcting a condition report** – Residents may not be able to see if all of the items in the condition report are working when they fill in the report. If something in the condition report is found to be inaccurate or incomplete, residents can apply to VCAT to correct the report. This must be done within 30 business days after the start date of the agreement. VCAT may then instruct the rooming house operator to amend the condition report.

5. Date of condition report [*insert date the \*rooming house operator/\*agent has prepared Parts A, B and C of this report*]

6. Address of rooming house [*insert address of rooming house including room number or name, if applicable*]

7. Rooming house operator’s details [*insert full name of rooming house operator*]

8. \*Agent’s details [*insert full name/company name of an agent representing the rooming house operator*]

9. Resident’s details [*insert full name of resident*]

*Each resident that is party to this specific rooming house agreement should sign this condition report*

 **Note**: Rooming house operators and residents should take photos of the premises. Photos should be taken close-up to show detail regarding the structure, fixtures or fittings being photographed and at a distance for perspective. Photos should be dated and attached to this condition report, in hard copy or electronically, as they can be useful in a dispute about the condition of the property.

**PART B—START OF ROOMING HOUSE RESIDENCY CONDITION REPORT**

*The rooming house operator or their agent must list each feature of the room, and any appliances, fixtures or fittings let in the room, including any of the following :*

* *baths*
* *bed frames*
* *blinds/curtains*
* *cabinets*
* *ceilings*
* *chairs*
* *cooktop*
* *door locks*
* *doors*
* *dishwashers*
* *exhaust fans*
* *floor coverings*
* *heaters*
* *light fittings*
* *mattresses*
* *meal preparation areas*
* *mirrors*
* *ovens*
* *power points*
* *refrigerators*
* *screens*
* *side tables*
* *sinks*
* *storage cupboards*
* *taps*
* *tiling*
* *towel rails*
* *wardrobes*
* *washbasins*
* *window locks*
* *windows*

*For each feature, appliance, fixture or fitting, the rooming house operator or their agent must note whether the item is clean, undamaged, and working.*

*For each feature, appliance, fixture or fitting the rooming house operator or their agent may include additional comments or photos in relation to the state of the item.*

*The rooming house operator or their agent must provide instructions to the resident to:*

* *indicate if the resident agrees or disagrees with the rooming house operator’s or their agent’s assessment.*
* *provide comments against each item if the resident disagrees, feels that something is unsafe or wants to add more details.*
* *provide any photos taken by the renter to support their assessment.*

*For each feature, appliance, fixture or fitting, the rooming house operator or their agent must leave adequate space for the resident to:*

* *agree to the rooming house operator’s or their agent’s assessment of the item*
* *provide comments on each item*
* *provide photos in relation to each item*

*The rental provider must also permit the renter to make attachments to the condition report to add additional information about the condition of any feature, fixture or fitting in the rented premises or any photos.*

**PART C—FOR THE START OF ROOMING HOUSE RESIDENCY ONLY**

**Communications**

10. †☐ A telephone line is connected to the room

11. †☐ An internet line is connected to the room

12. †☐ The room is connected to the National Broadband Network (NBN)

13. Location of NBN connection in the rooming house [*insert location of NBN connection*]

**Information regarding safety**

14. The rooming house operator must keep records of gas and electrical safety checks. The rooming house operator must provide records of the gas and electrical safety checks on request by the resident.

15. Date of last smoke alarm testing [*insert date of last smoke alarm test*]

16. Date of last electrical safety testing [*insert date of last electrical safety check*]

17. Date of last gas safety check [*insert date of last gas safety check*]

**PART D—SIGNATURES**

\***Rooming house operator/**\* **agent**

18. \*Signature of \*rooming house operator/\*agent [*insert signature of rooming house operator/agent*]

19. Date [*insert date of signing*]

**Resident**

20. **Note**: Each resident who is a party to the rooming house agreement must sign this report.

21. I have read the \*rooming house operator’s/\*agent’s report and agree except where I have commented in **Part B** of this report.

22. Signature of resident [*insert signature of resident*]

23. Date [*insert date of signing*]

*Insert the signatures of any additional residents and the date of signing on this page, or at the back of the condition report.*

**PART E—END OF ROOMING HOUSE RESIDENCY CONDITION REPORT**

24. Date of condition report[*insert date the* \**rooming house operator/*\**agent has prepared* ***Part D*** *of this report*]

25. This part of the condition report is to be completed by the rooming house operator or their agent within 10 days after the end of the agreement.

26. The rooming house operator or their agent must complete this part of the condition report in the presence of the resident, or give the resident a reasonable opportunity to be present when it is completed.

*The rooming house operator or their agent must list for each feature of the room and any appliances, fixtures or fittings let in the room including any that were listed in the agreement under* ***Part B****.*

*For each feature, appliance, fixture or fitting, the rooming house operator or their agent must note whether the item is clean, undamaged, and in working condition. If the status of any feature, appliance, fixture or fitting has changed, the rooming house operator or their agent is advised to make comment and take pictures.*

\*Delete if not applicable.

† Tick if applicable.

**Form 10**

**Residential Tenancies Act 1997**

(Section 101(1)

(Regulation 45)

**rooming house notice of proposed rent increase**

1. The rooming house operator must use this form to notify the rooming house resident of a proposed rent increase.

2. If the resident has requested additional services, then this form is not needed - the operator and resident may simply agree to a rent increase in writing which specifies the services to be provided, the rent increase and the date the increase will apply.

**PART A—INFORMATION FOR THE RESIDENT**

3. The operator must give the resident at least 60 days notice of any rent increase.

This notice may provide for one rent increase only.

**Challenging a rent increase**

4. You may apply to the Director of Consumer Affairs Victoria to review the proposed increase if you consider it to be excessive. This can be done free of charge, by filling in the section below, ‘Rent increase investigation for residents’. An application must be made in writing within 30 days after the notice is given. The Director will then investigate the increase and provide a report.

5. You may also apply to the Victorian Civil and Administrative Tribunal (VCAT) for an order declaring the proposed rent amount to be excessive. This application can be made within 30 days after receiving the Director’s report or within 30 days after the notice of rent increase is given (if there is no Director’s report).

6. For further information visit the renting section of the Consumer Affairs Victoria website at [www.consumer.vic.gov.au/renting](http://www.consumer.vic.gov.au/renting) or call Consumer Affairs Victoria on 1300 558 181.

**PART B—DETAILS**

7. Address of rooming house [*insert address*]

8. Resident’s details

This notice is given to [*insert name of resident*]

*Include the names of all residents that are a party to the rooming house agreement.*

9. Rooming house operator’s details

Name of rooming house operator [*insert name of rooming house operator — cannot be the agent's name*]

10. Address of rooming house operator for the purpose of serving documents [*insert address of rooming house operator—can be the agent's address*]

11. Contact telephone numbers of rooming house operator or agent

Business hours [*insert telephone number*]

After hours [*insert telephone number*]

Email address [*insert email address*]

12. **Proposed rent increase**

I intend to increase the rent as follows:

Current rent amount ($) [*insert rent*] per \*week/\*fortnight

New rent amount ($) [*insert rent*] per \*week/\*fortnight

Start date [*insert start date*]

13. **Delivery of this notice**

 This notice has been delivered

†□ personally, for example by hand

†□ by registered post Delivery time [*insert delivery time*]

†□ by email (if consent has been provided by the resident)

Resident’s email address [*insert email address*]

14.  **Rent increase investigation – for residents**

A request for an investigation by the Director of Consumer Affairs Victoria must be in writing.

You can apply for an investigation, by ticking the box below, writing your daytime telephone number, and posting a copy of this form to Director of Consumer Affairs Victoria, GPO Box 123 Melbourne 3001, or by emailing it to renting@justice.vic.gov.au.

After your request has been received, a Residential Tenancies Inspector will contact you.

†□ Yes, \*I/\*we the resident/s wish to apply for a rent increase investigation:

Resident daytime telephone number [*insert telephone number*]

\*Delete if not applicable.

† Tick as applicable.

**Form 11**

**Residential Tenancies Act 1997**

(Section 142ZT(a))

(Regulation 52)

**notice to vacate to rooming house resident**

**INFORMATION FOR THE RESIDENT**

1. **Challenging a notice to vacate** – You may be able to challenge this notice at VCAT. Reasons to challenge notices to vacate include:

* if you believe you were given this notice due to unlawful discrimination;
* if you believe it was not given to you properly;
* if you disagree with the reason given or the information in the form is incorrect;
* if the reason for this notice to vacate relates to an act or breach by a person subjecting you to family violence or personal violence.

You must apply to VCAT within 30 days after the notice to vacate is given if you are challenging the notice based on family or personal violence or if the notice relates to the sale of the rooming house, or repairs or demolition of the rooming house.

2. **Possession orders and warrants** – Rooming house operators can apply to VCAT for a possession order (an order requiring you to leave the premises) only after giving you the appropriate notice to vacate. In making a possession order, VCAT must be satisfied that the person who gave you the notice to vacate was entitled to give it.

If you do not comply with the possession order, the rooming house operator can apply for a warrant of possession.

3. VCAT may consider whether your notice to vacate was caused by the act of a person who has subjected the resident to family or personal violence in assessing an application for possession.

4. Rooming house operators cannot personally use force to remove you if you refuse to leave the property. Only Victoria Police can carry out a forcible eviction, and only when they are acting on a VCAT order.

5. If you are experiencing hardship, you may ask VCAT to postpone the issue of the warrant.

6. **Seeking advice -** If you think you have grounds to challenge a notice to vacate at VCAT you should seek advice immediately by contacting one of the community legal organisations listed on the Consumer Affairs Victoria website. For further information visit the renting section of the Consumer Affairs Victoria website at consumer.vic.gov.au/renting or call 1300 55 81 81.

**NOTICE**

7. Address of rooming house [*insert address of rooming house*]

8. Resident’s details [*insert full name of each resident*]

9. **\*Rooming house operator’s/\*mortgagee’s/\*building owner’s/\*building lessee’s****details**

I am giving you this notice as

†□ the rooming house operator

†□ the rooming house mortgagee

†□ the \*owner/\*lessee of the building in which rooming house is operating

Full name of \*rooming house operator/\*mortgagee/\*owner/\*lessee of the building (this cannot be the agent’s name) [*insert full name of \*rooming house operator/\*mortgagee/*\**building owner/\*building lessee*]

\*Rooming house operator’s/\*mortgagee’s/building owner’s/\*building lessee’s address for serving documents (this can be the agent’s address) [*insert address of* *\*rooming house operator/\*mortgagee/\*building owner/\*building lessee*]

Company name [*insert company name]*

Contact telephone numbers

Business hours [*insert contact telephone number*]

After hours [*insert contact telephone number*]

Email address [*insert contact email address*]

10. **Termination Date**

The termination date must allow for:

* the minimum notice required under the **Residential Tenancies Act 1997** (the Act); and
* the proposed method of delivery and the date the resident is expected to receive the notice.

The minimum number of days notice required under the Act is [*insert minimum number of days*]. I request that you vacate on or before the following termination date [*insert termination date*]. If you want to challenge this notice you should seek legal advice as soon as possible.

11. **Reason for notice**

I am giving you this notice for the following reason:

[*insert the relevant reason, section number of the Act and minimum notice required under the Act*]

[*the \*rooming house operator/\*mortgagee/\*owner/\*lessee of the building must explain why the notice has been given. It is not enough to quote from the reasons on the information sheet; this must be accompanied by specific details. VCAT may find a notice to vacate invalid if the notice does not provide enough details or is not accompanied by the required documentary evidence approved by the Director of Consumer Affairs Victoria.*]

In many cases this notice must be accompanied by documentary evidence. Is documentary evidence attached?

†□ no

†□ yes

Please provide details of the evidence attached [*insert details of the evidence attached*]

12. **Delivery of this notice**

This notice has been delivered

†□ personally, for example by hand

†□ by registered post Delivery time [*insert delivery time*]

†□ by email (if consent has been provided by the resident)

Resident’s email address [*insert email address*]

13. **Signature of \*rooming house operator/\*mortgagee/\*owner/\*lessee of the building/\*agent**

Signature of \*rooming house operator/\*mortgagee/\*owner/\*lessee of the building/\*agent [*insert signature of \*rooming house operator/\*mortgagee/\*owner/\*lessee of the building/\*agent*]

Name of \*rooming house operator/\*mortgagee/\*owner/\*lessee of the building/\*agent [*insert name of \*rooming house operator/\*mortgagee/\*owner/\*lessee of the building/\*agent*]

 Date of notice [*insert date notice is issued*]

† *Tick as applicable.*

*\*Delete if not applicable.*

**Form 12**

**Residential Tenancies Act 1997**

(Section 145)

(Regulation 54)

**notification of prospective caravan park rights**

BECOMING A RESIDENT AT THIS CARAVAN PARK

1. The **Residential Tenancies Act 1997** (the Act) sets out the rights and duties of residents and caravan park owners in relation to each other and provides for settling disputes. A resident is defined in the Act.

2. You may enter into a written agreement with the caravan park owner to become a resident of the caravan park at any time. A caravan park owner is not obliged to enter into such an agreement with you.

3. Even if you do not enter into a written agreement to become a resident, you will automatically become a resident of the caravan park if you occupy any site in the caravan park as your only or main residence for at least 60 consecutive days, other than as an occupant under an occupancy agreement which is expressed to be for holidaying or non-residential purposes. Once you become a resident, the Act applies to you and your residency in the caravan park.

**Form 13**

**Residential Tenancies Act 1997**

(Section 145A)

(Regulation 55)

**Prescribed information for caravan park applicants**

1. Discrimination is treating, or proposing to treat, someone unfavourably because of a personal characteristic.

2. In Victoria it is unlawful to discriminate against someone on the basis of certain personal attributes. This means caravan park owners, caravan owners or their agents cannot refuse you accommodation or change the terms of your site agreement on the basis of personal characteristics protected by law. The following is a list of some protected characteristics that are sometimes discriminated against in the rental market:

* age
* disability (including physical, sensory and intellectual disability and mental illness)
* employment activity
* expunged homosexual conviction
* gender identity
* industrial activity
* marital status
* parental status or status as a carer
* physical features
* political belief or activity
* pregnancy
* race
* religious belief or activity
* sex activity or sexual orientation
* sex or intersex status
* association with someone who has these personal characteristics

3. These personal characteristics are protected by law and extend to agreements under the **Residential Tenancies Act 1997** (the Act). It is against the law for a caravan park owner, caravan owner or their agent to treat you unfavourably or discriminate against you when you apply for a caravan, or caravan park site, occupy a caravan, or caravan park site or leave a caravan, or caravan park site.

4. Discrimination on the basis of any of these personal attributes may contravene Victorian laws including the Act, the **Equal Opportunity Act 2010** (the Equal Opportunity Act), and a range of Commonwealth Acts including the Australian Human Rights Commission Act 1986, the Age Discrimination Act 2004, the Disability Discrimination Act 1992, the Racial Discrimination Act 1975 and the Sex Discrimination Act 1984.

5. In some limited circumstances, discrimination may not be unlawful, including accommodation for children, shared family accommodation, and student accommodation. For more information, contact the Victorian Equal Opportunity and Human Rights Commission (VEOHRC).

6. **Scenarios and examples of unlawful discrimination in applying for a caravan or caravan park site**

* Refusing or not accepting your application because of your ethnicity.
* Processing your application differently to other applicants by not presenting your application to a caravan park operator because you have a disability.
* Offering you the property on different terms by requiring a higher amount of bond because of your age.
* Refusing to provide accommodation because you have an assistance dog, requiring you to keep your assistance dog away from the property or charging you extra for an assistance dog.

7. **Scenarios and examples of unlawful discrimination when occupying or leaving a caravan or caravan park site**

* Stopping you from accessing a benefit or facility that is associated with the accommodation (e.g. a shared space such as a laundry).
* Refusing to allow you to make reasonable alterations or modifications to the caravan to meet your needs if you have a disability.
* Extending or renewing your agreement on less favourable terms than your original agreement.
* Attempting to evict you and issuing you with a notice to vacate based on your personal characteristics.

The examples listed and similar actions could contravene Act, the Equal Opportunity Act, or the Disability Discrimination Act 1992 of the Commonwealth.

**Getting help**

8. Unlawful discrimination is also an offence under the Act. If a caravan park owner or caravan owner or agent is found to have unlawfully discriminated against you and you have suffered loss as a result, you can apply to VCAT for an order for compensation under section 210AA of the RTA online at <https://www.vcat.vic.gov.au/> or by calling 1300 018 228.

9. If you would like advice about unlawful discrimination in relation to an application to rent a caravan or caravan park site or an existing agreement you can call Victoria Legal Aid on 1300 792 387.

10. If you feel you have been unlawfully discriminated against when applying for a caravan or caravan park site, or once you have occupied a site, you or someone on your behalf can make a complaint to the VEOHRC at <https://www.humanrightscommission.vic.gov.au/> or by calling 1300 292 153.

**Form 14**

**Residential Tenancies Act 1997**

(Section 148(1B))

(Regulation 58)

**Condition report**—**CARAVAN PARK/Caravan**

**PART A—PARTY DETAILS**

1. This condition report is evidence of the general condition of the caravanor caravan site (the site) at the START of an agreement.

If this condition report relates to a caravan only, the condition report need only address the caravan and any appliances, fixtures and fittings within.

If this condition report relates to a site only, the condition report need only address the site and any appliances, fixtures and fittings provided under that agreement.

If this condition report relates to both a caravan and a site, the condition report should address the caravan and any appliances, fixtures and fittings within as well as the site and any appliances, fixtures and fittings provided under that agreement.

2.  **Filling out the condition report** – Before a resident enters into occupation of a caravan or caravan site, the caravan owner or site owner (as the case requires) must give the resident 2 copies of a condition report signed by or on behalf of the caravan owner or site owner specifying the state of repair and general condition of the premises on the day specified in the report.

3. Residents must fill in, sign and date the condition report within 5 business days after moving in. A completed report can help the resident verify the conditions of the premises if there is a dispute.

4. **Correcting a condition report** – Residents may not be able to see if all the items in the condition report are working when they fill in the report. If something in the condition report is found to be inaccurate or incomplete, renters can apply to VCAT to correct the report. This must be done within 30 business days of the start date of the agreement. VCAT may then instruct the caravan owner or the site owner to amend the condition report.

5. Date of condition report [*insert date the*\**caravan park owner /* \**caravan owner has prepared Parts A, B and C of this report*]

6. Address of caravan and/or site [*insert address of caravan park/site*]

7. \*Caravan park owner’s/\*caravan owner’s details [*insert full name of owner*]

8. Resident’s details [*insert full name of resident*]

*Each resident that is party to this specific caravan or site agreement should sign this condition report*

 **Note**:Caravan park owners,caravan owners, their agents and residents should take photos of the caravan and site, if applicable. Photos should be taken close-up to show detail regarding the structure, fixtures or fittings being photographed and at a distance for perspective. Photos should be dated and attached to this condition report, in hard copy or electronically, as they can be useful in a dispute about the condition of the property.

**PART B—START OF RESIDENCY CONDITION REPORT**

*The* \**caravan park owner/*\**caravan owner or their agent must list for each feature of the caravan or in the caravan site (as relating to the agreement) any appliances, fixtures or fittings let in the* \**caravan/*\**caravan park site, including any of the following :*

* *baths*
* *bed frames*
* *blinds/curtains*
* *cabinets*
* *ceilings*
* *chairs*
* *cooktops*
* *dishwashers*
* *doors*
* *door locks*
* *exhaust fans*
* *floor coverings*
* *heaters*
* *hot water services*
* *light fittings*
* *mattresses*
* *meal preparation areas*
* *mirrors*
* *ovens*
* *picture hooks (number and location)*
* *power points*
* *rangehoods*
* *refrigerators*
* *screen doors*
* *security systems*
* *showers*
* *side tables*
* *sinks*
* *smoke alarms*
* *storage cupboards*
* *taps*
* *telephone connections*
* *tiling*
* *towel rails*
* *tv connections*
* *washbasins*
* *window locks*
* *window screens*
* *windows*

*Features, appliances, fixtures and fittings on the site must also be listed including any of the following:*

* *annexes*
* *clothes lines*

*For each feature, appliance, fixture or fitting, the* *\*caravan park owner/\*caravan owner or their agent must note whether the item is clean, undamaged, and working.*

*For each feature, appliance, fixture or fitting, the \*caravan park owner/\*caravan owner or their agent may include additional comments or photos in relation to the state of the item.*

*The \*caravan park owner/\*caravan owner or their agent must provide instructions to the resident to*

* *indicate if the resident agrees or disagrees with the \*caravan park owner/\*caravan owner’s or their agent’s assessment.*
* *provide comments against each item if the resident disagrees or considers that something is unsafe or wants to add more details.*
* *provide any photos taken by the resident to support the resident’s assessment.*

*For each feature, appliance, fixture or fitting, \*caravan park owner/\*caravan owner or their agent must leave adequate space for the resident to:*

* *agree or disagree with the caravan park owner/caravan owner’s assessment of the item*
* *provide comments on each item*
* *provide photos in relation to each item*

*The \*caravan park owner/\*caravan owner or their agent must also permit the resident to make attachments to the condition report to add additional information about the condition of any feature, fixture or fitting in the caravan or site or any photos.*

**PART C—FOR THE START OF THE AGREEMENT ONLY**

 **Communications**

9. †☐ A telephone line is connected to the site

10. †☐ An internet line is connected to the site

11. †☐ The site is connected to the National Broadband Network (NBN)

12. Location of NBN connection [*insert location of NBN connection*]

**PART D—SIGNATURES**

 **\*Caravan park owner/\*caravan owner/\*agent**

13. \*Signature of caravan park owner/\*caravan owner [*insert signature of* \**caravan park owner/*\**caravan owner/*\**agent*]

14. Date [*insert date of signing*]

**Resident**

15. **Note**: Each resident who is a party to the agreement must sign this report.

16. I have read the caravan park owner/caravan owner’s report and agree except where I have commented at **Part B** of this report.

17. Signature of resident [*insert signature of resident*]

18. Date [*insert date of signing*]

*Insert the signatures of any additional site tenants and the date of signing on this page, or at the back of the condition report.*

**PART E—END OF RESIDENCY CONDITION REPORT**

19. Date of condition report[*insert date the \*caravan park owner/\*caravan owner has prepared* ***Part D*** *of this report*]

20. This part of the report is to be completed by the \*caravan park owner/\*caravan owner or their agent within 10 days after the end of the agreement.

21. The caravan owner or caravan park owner or their agent must complete this part of the condition report in the presence of the resident or give the resident a reasonable opportunity to be present it when it is completed.

*The* \**caravan park owner/*\**caravan owner or their agent must list for each feature of the caravan or site and any appliances, fixtures or fittings let in the caravan including any that are listed in the agreement under* ***Part B****.*

*For each feature, appliance, fixture or fitting, the* \**caravan park owner/*\**caravan owner or their agent must note whether the item is clean, undamaged, and in working condition. If the status of any feature, appliance, fixture or fitting has changed, the* \**caravan park owner/*\**caravan owner or their agent is advised to make comment and take pictures.*

\*Delete if not applicable.

† Tick if applicable.

**Form 15**

**Residential Tenancies Act 1997**

(Section 152(1) and (2))

(Regulation 60)

**Caravan park notice of rent increase**

1. The caravan park owner orcaravan owner must use this form to notify the resident of a proposed rent or hiring charge increase.

**PART A—INFORMATION FOR THE RESIDENT**

2. The caravan park owner or caravan owner, as the case requires, must give the resident at least 60 days notice of any rent or hiring charge increase.

This notice may provide for one rent or hiring charge increase only.

If this notice provides for a hiring charge increase it may provide for one hiring charge increase only.

If a caravan park owner who is also the caravan owner intends to increase the rent and the hiring charge at the same time, both increases must be listed.

Caravan park owners and caravan owners must not increase the rent or hiring charge more than once every 12 months.

**Challenging a rent or hiring charge increase**

3. You may apply to the Director of Consumer Affairs Victoria to review the proposed increase if you consider it to be excessive. This can be done free of charge, by filling in the section below, ‘Rent increase investigation’. An application must be made in writing within 30 days after the notice is given. The Director will then investigate the increase and provide a report.

4. After you have received the Director’s report you can apply to the Victorian Civil and Administrative Tribunal (VCAT) for an order declaring the proposed rent or hiring charge to be excessive. This application must be made within 30 days after receiving the Director’s report.

5. If the rent increase starts while you are waiting for VCAT’s decision you will have to pay either the rent increase, or 110% of the rent required immediately before the rent increase was given, whichever amount is lower. When the VCAT makes its decision, it may order some of that money be refunded.

6. For further information visit the renting section of the Consumer Affairs Victoria website at [www.consumer.vic.gov.au/renting](http://www.consumer.vic.gov.au/renting) or call Consumer Affairs Victoria on 1300 558 181.

**PART B—DETAILS**

7. Address of caravan [*insert address*]

8. Resident’s details

This notice is given to [*insert resident’s name*]

*Include the names of all residents that are a party to the agreement.*

9. \*Caravan park owner’s/\*caravan owner’s details

Name of \*caravan park owner/\*caravan owner [*insert \*caravan park owner’s name\*caravan owner’s name — cannot be the agent's name*]

10. Address of \*caravan park owner/\*caravan owner for the purpose of serving documents [*insert* \**caravan park owner’s/*\**caravan owner’s address* *—can be the agent's address*]

11. Contact telephone numbers of \*caravan park owner/\*caravan owner or agent

Business hours [*insert telephone number*]

After hours [*insert telephone number*]

Email address [*insert email address*]

12. **Proposed rent increase**

I intend to increase the rent as follows:

Current rent amount ($) [*insert rent*] per \*week/\*fortnight

New rent amount ($) [*insert rent*] per \*week/\*fortnight

Start date [*insert start date*]

13. **Proposed hiring charge increase**

I intend to increase the hiring charge as follows:

Current hiring charge amount ($) [*insert rent*] per \*week/\*fortnight

New hiring charge amount ($) [*insert rent*] per \*week/\*fortnight

Start date [*insert start date*]

14. **Delivery of this notice**

 This notice has been delivered

†□ personally, for example by hand

†□ by registered post Delivery time [*insert delivery time*]

†□ by email (if consent has been provided by the resident)

Resident’s email address [*insert email address*]

15. \***Rent increase/**\***hiring charge increase investigation – for residents**

A request for an investigation by the Director of Consumer Affairs Victoria must be in writing.

You can apply for an investigation, by ticking the box below, writing your daytime telephone number, and posting a copy of this form to Director of Consumer Affairs Victoria, GPO Box 123 Melbourne 3001, or by emailing it to renting@justice.vic.gov.au

After your request has been received, a Residential Tenancies Inspector will contact you.

†□ Yes, \*I/\*we the resident/s wish to apply for a \*rent increase/\*hiring charge increase investigation:

Resident daytime telephone number [*insert telephone number*]

\*Delete if not applicable.

† Tick if applicable.

**Form 16**

**Residential Tenancies Act 1997**

(Section 206AZI)

(Regulation 72)

**Notice to VACATE—RESIDENTS of CARAVAN PARK**

**INFORMATION FOR RESIDENTS**

1. **Challenging this notice** - You may be able to challenge this Notice at the Victorian Civil and Administrative Tribunal (VCAT). Reasons to challenge notices to vacate include:

* if you believe you were given this notice due to unlawful discrimination;
* if you believe it was not given to you properly;
* if you disagree with the reason given or the information in the form is incorrect;
* if the reason for the notice to vacate relates to an act or breach by a person subjecting you to family violence or personal violence.

You must apply to VCAT within 30 days after the notice to vacate is given if you are challenging the notice based on family or personal violence, or relating to the sale of the caravan park.

2. **Possession orders and warrants –** caravan owners, caravan park owners, and their mortgagees can apply to VCAT for a possession order only after giving you the appropriate notice to vacate. In making the order, VCAT must be satisfied that the caravan owner, caravan park owner, or their mortgagee who gave you the notice to vacate was entitled to give this notice.

If you do not comply with the possession order, the caravan owner, caravan park owner, or their mortgagee can apply for a warrant of possession.

3. VCAT may consider whether your notice to vacate was caused by the act of a person who has subjected you to family or personal violence in assessing an application for possession.

4. Caravan owners, caravan park owners, or their mortgagees cannot personally use force to remove you if you refuse to leave the property. Only Victoria Police can carry out a forcible eviction, and only when they are acting on a VCAT order.

5. In some instances, where you are experiencing hardship, you can ask VCAT to postpone the warrant.

6. **Seeking advice -** If you think you have grounds to challenge a notice to vacate you should seek advice immediately by contacting one of the community legal organisations listed on the Consumer Affairs Victoria website. For further information visit the renting section of the Consumer Affairs Victoria website at consumer.vic.gov.au/renting or call 1300 55 81 81.

**NOTICE**

7. Address of caravan [*insert address of caravan including site number*]

8. Resident’s details [*insert full name of each* *resident*]

9. **\*Owner’s/\*Mortgagee’s details**

I am giving you this notice as

†□ the caravan park owner

†□ the caravan owner

†□ the caravan park mortgagee

†□ the caravan mortgagee

Full name of \*caravan owner/\*caravan park owner/\*mortgagee (this cannot be the agent’s name) [*insert \*caravan owner’s/\*caravan park owner’s/\*mortgagee’s full name*]

*\**Caravan owner’s/\*caravan park owner’s/\*mortgagee’s address for serving documents (this can be an agent’s address) [*\*caravan owner’s/\*caravan park owner’s/\*mortgagee’s address*]

Contact telephone numbers

Business hours [*insert contact telephone number*]

After hours [*insert contact telephone number*]

Email address [*insert email address*]

10.  **Termination date**

The termination date must allow for:

* the minimum notice required under the **Residential Tenancies Act 1997** (the Act); and
* the proposed method of delivery and the date the resident is expected to receive the notice.

The minimum number of days notice required under the Act is [*insert minimum number of days*]. I request that you vacate on or before the following termination date [*insert termination date*]. If you want to challenge this notice you should seek legal advice as soon as possible.

11. I am giving you this notice for the following reason:

[*insert the relevant reason, section number of the Act and minimum notice required under the Act. The owner or mortgagee must also explain why the notice has been given. It is not enough to quote from the reasons on the information sheet; this must be accompanied by specific details. VCAT may find a notice to vacate invalid if the notice does not provide enough details or is not accompanied by the form of documentary evidence approved by the Director of Consumer Affairs Victoria*]

Is documentary evidence attached?

†□ no

†□ yes

Please provide details of the evidence attached [*insert details of the evidence attached*]

12. **Delivery of this notice**

This notice has been delivered

†□ personally, for example by hand

†□ by registered post Delivery time [*insert delivery time*]

†□ by email (if consent has been provided by the resident)

Resident’s email address [*insert email address*]

13. **Signature of \*owner/\*mortgagee/\*agent**

Signature of \*owner/\*mortgagee/\*agent [*insert signature of \*owner/\*mortgagee/\*agent*]

Name of \*owner/\*mortgagee/\*agent [*insert name of \*owner/\*mortgagee/\*agent*]

Date of notice [*insert date notice is issued*]

\*Delete if not applicable.

† Tick as applicable.

**Form 17**

**Residential Tenancies Act 1997**

(Section 206I)

(Regulation 74)

**COOLING OFF PERIOD UNDER SECTION 206I OF THE RESIDENTIAL TENANCIES ACT 1997**

1. A cooling off period gives you time to change your mind after signing a contract.

2. You may end this site agreement within 5 business days of signing it by providing written notice to the site owner. Once you give notice the contract is treated as if it was never entered into by you or the site owner or site owner’s agent. This means that if you sign the contract at 4.30pm on Monday, you can provide notice of cooling off until 4.30pm on the next Monday. You do not count weekends or public holidays within that period.

3. You must give the site owner, or their agent, written notice that you plan to end the agreement. You should keep a copy of your notice. This notice must be given to the site owner (or their agent) or left at the address for service of the site owner as listed in the site agreement. It is not enough to provide this notice verbally.

4. If you end the agreement in this way you will be entitled to a refund of all money paid except for $100.

5. For further information visit the renting section of the Consumer Affairs Victoria website at <http://www.consumer.vic.gov.au/renting> or call 1300 558 181.

**Form 18**

**Residential Tenancies Act 1997**

(Section 206JB)

(Regulation 75)

**site tenant agreement applicants Prescribed statement of information**

1. Discrimination is treating, or proposing to treat, someone unfavourably because of a personal characteristic.

2. In Victoria it is unlawful to discriminate against someone on the basis of certain personal attributes. This means site owner and their agents cannot refuse you accommodation or change the terms of your site agreement on the basis of personal characteristics protected by law. The following is a list of some protected characteristics that are sometimes discriminated against in the rental market:

* age
* association with someone who has these personal characteristics
* disability (including physical, sensory and intellectual disability and mental illness)
* employment activity
* expunged homosexual conviction
* gender identity
* industrial activity(including union activity)
* marital status
* parental status or status as a carer
* physical features
* political belief or activity
* pregnancy
* race
* religious belief or activity
* sex activity or sexual orientation
* sex or intersex status

3. These personal characteristics are protected by law and extend to agreements under the **Residential Tenancies Act 1997** (the Act). It is against the law for a site owner or their agent to treat you unfavourably or discriminate against you when you are applying for a Part 4A site, occupying a Part 4A site or leaving a Part 4A site.

4. Discrimination on the basis of any of these personal attributes may contravene Victorian laws including the Act, the **Equal Opportunity Act 2010** (the Equal Opportunity Act), and a range of Commonwealth Acts including the Australian Human Rights Commission Act 1986, the Age Discrimination Act 2004, the Disability Discrimination Act 1992, the Racial Discrimination Act 1975 and the Sex Discrimination Act 1984.

5. In some limited circumstances, discrimination may not be unlawful, including accommodation for children, shared family accommodation, and student accommodation. For more information, contact the Victorian Equal Opportunity and Human Rights Commission (VEOHRC).

6. **Scenarios and examples of unlawful discrimination in applying for a site**

* Refusing your application because of your ethnicity.
* Processing your application differently by not giving your application to the owner because you have a disability.
* Offering you the property on different terms by requiring a higher rent because of your age.
* Refusing to provide accommodation because you have an assistance dog or requiring you to keep your assistance dog away from the property or charging you extra for an assistance dog.

7. **Scenarios and examples of unlawful discrimination when occupying or leaving a site**

* Stopping you from accessing a benefit or facility that is associated with the accommodation (e.g. a shared amenity such as a games room).
* Refusing to allow you to make reasonable alterations or modifications to the site to meet your needs if you have a disability.
* Extending or renewing your agreement on less favourable terms than your site agreement.
* Attempting to evict you and issuing you with a notice to vacate based on your personal characteristics.

The examples listed and similar actions could contravene the Act, the Equal Opportunity Act, or the Disability Discrimination Act 1992 of the Commonwealth.

**Getting help**

8. Unlawful discrimination is also an offence under the Act. If a site owner or agent is found to have unlawfully discriminated against you and you have suffered loss as a result, you can apply to VCAT for an order for compensation under section 210AA of the Residential Tenancies Act online at <https://www.vcat.vic.gov.au/> or by calling 1300 018 228.

9. If you would like advice about unlawful discrimination in relation to an application for a site agreement you can call Victoria Legal Aid on 1300 792 387.

10. If you feel you have been unlawfully discriminated against when applying for a Part 4A site, or once you have occupied a Part 4A site, you or someone on your behalf can make a complaint to the VEOHRC at <https://www.humanrightscommission.vic.gov.au/> or by calling 1300 292 153.

**Form 19**

**Residential Tenancies Act 1997**

(Section 206O(1B))

(Regulation 79)

**condition report—PART 4A SITE**

**PART A—PARTY DETAILS**

1. This condition report is evidence of the site at the START of the Part 4A site agreement (the agreement).

2.  **Filling out the condition report** – Before a site tenant enters into occupation of a Part 4A site, a Part 4A site owner (site owner) or their agent must give the site tenant 2 copies of a condition report signed by or on behalf of the site owner or their agent specifying the state of repair and general condition of the premises on the day specified in the report.

3. Site tenants must fill in, sign and date the condition report within 5 business days after moving in. A completed report can help the site tenant verify the condition of the site if there is a dispute.

4. **Correcting a condition report** – Site tenants may not be able to see if all of the items in the condition report are working when they fill in the report. If something in the condition report is found to be inaccurate or incomplete, site tenants can apply to VCAT to correct the report. This must be done within 30 business days after the start date of the agreement. VCAT may then instruct the site owner to amend the condition report.

5. Date of condition report [*insert date the \*site owner/\*agent has prepared Parts A, B and C of this report*]

6. Address of site [*insert address of site*]

7. Site owner’s details [*insert full name of site owner*]

8. *\**Agent’s details [*insert full name/company name of an agent representing the site owner*]

9. Site tenant’s details [*insert full name of site tenant*]

*Each site tenant that is party to this specific site agreement should sign this condition report*

 **Note**: Site owners, their agents and tenants should take photos of the site. They should be taken close-up to show the detail regarding the structure, fixtures or fittings being photographed and at a distance for perspective. Photos should be dated and attached to this condition report, in hard copy or electronically, as they can be useful in a dispute about the condition of the property.

**PART B—START OF SITE AGREEMENT CONDITION REPORT**

*The site owner**or their agent**must list each feature of the site including any, fixtures or fittings let in the site.*

*The* \**site owner/* \**agent must provide instructions to the site tenant to:*

* *indicate if the site tenant agrees or disagrees with the site owner’s**or their agent’s assessment.*
* *provide comments against each item if the site tenant disagrees, feels that something is unsafe or wants to add more details.*
* *provide any photos taken by the site tenant to support their assessment.*

*For each feature, appliance, fixture or fitting, the site owner**or their agent must leave adequate space for the site tenant to:*

* *agree to the site owner**or their agent assessment of the item*
* *provide comments on each item*
* *provide photos in relation to each item*

*For each feature, appliance, fixture or fitting, the site owner**or their agent**must note whether the item is clean, undamaged, and working.*

*For each feature, appliance, fixture or fitting, the site owner**or their agent**may include additional comments or photos in relation to the state of the item.*

**PART C—SIGNATURES**

\***Site owner/**\* **agent**

10. \*Signature of \*site owner/\*agent [*insert signature of* \**site owner/* \**agent*]

11. Date [*insert date of signing*]

**Site tenant**

12. **Note**: Any tenant party to the site agreement must sign this report.

13. I have read the \*site owner’s/\*agent’s report and agree except where I have commented in **Part B** of this report.

14. Signature of site tenant [*insert signature of resident*]

15. Date [*insert date of signing*]

*Insert the signatures of any additional site tenants and the date of signing on this page, or at the back of the condition report.*

**PART D—END OF SITE AGREEMENT CONDITION REPORT**

16. Date of condition report[*insert date the \*site owner/\*agent has prepared* ***Part D*** *of this report*]

17. This part of the report is to be completed by the site owner or their agent within 10 days after the end of the agreement.

18. The site owner or their agent must complete this part of the condition report in the presence of the site tenant, or give the site tenant a reasonable opportunity to be present when it is completed.

*The site owner or their agent must list for each feature of the caravan or site and any appliances, fixtures or fittings supplied on or with the site, including any that are listed in the agreement under* ***Part B****.*

*For each feature, appliance, fixture or fitting supplied on or with the site, the site owner**or their agent must note whether the item is clean, undamaged, and in working condition. If the status of any feature, appliance, fixture or fitting has changed, the site owner or agent is advised to make comment and take pictures.*

\*Delete if not applicable.

† Tick if applicable.

**Form 20**

**Residential Tenancies Act 1997**

(Section 206SA(5))

(Regulation 80)

**Notice of proposed Site rent increase – fixed amount**

1. The site owner of a Part 4A site must use this form to notify the site tenant (tenant) of a proposed rent increase. This form applies where the parties have a site agreement that allows the rent to be increased by a fixed amount. For example, the agreement may provide for a rent increase of 2% each year.

**PART A—INFORMATION FOR THE RESIDENT**

2. The site owner must give the tenant at least 28 days notice of any rent increase.

The site owner must not increase the rent more than once every 12 months.

**Challenging a rent increase**

3. You can apply to the Victorian Civil and Administrative Tribunal (VCAT) to challenge a term in your site agreement. VCAT may vary the rent increase term or declare it to be invalid if the term is harsh or unconscionable. There are no time limits for making this application.

4. For further information visit the renting section of the Consumer Affairs Victoria website at [www.consumer.vic.gov.au/renting](http://www.consumer.vic.gov.au/renting) or call 1300 55 81 81.

**PART B—DETAILS**

5. Address of site [*insert site address*]

6. Tenant’s details

This notice is given to [*insert tenant’s name*]

*Include the names of all tenants that are a party to the site agreement.*

7. Site owner details

Name of site owner [*insert site owner’s name— cannot be the agent's name*]

8. Address of site owner for the purpose of serving documents [*insert site owner’s address* *—can be the agent's address*]

9. Contact telephone numbers of site owner or agent

Business hours [*insert telephone number*]

After hours [*insert telephone number*]

Email address [*insert email address*]

10. **Proposed rent increase**

I intend to increase the rent as follows:

Current rent amount ($) [*insert rent*] per \*week/\*fortnight

New rent amount ($) [*insert rent*] per \*week/\*fortnight

Start date [*insert start date*]

Method uses to calculate rent increase [*insert method used to calculate rent increase based on the method indicated in the site agreement*]

11. **Delivery of this notice**

This notice has been delivered

†□ personally, for example by hand

†□ by registered post Delivery time [*insert delivery time*]

†□ by email (if consent has been provided by the tenant)

Tenant’s email address [*insert email address*]

† Tick as applicable.

\*Delete if not applicable.

**Form 21**

**Residential Tenancies Act 1997**

(Section 206V(1))

(Regulation 82)

**Notice of proposed Site rent increase – non‑fixed amount**

1. The site owner must use this form to notify the site tenant (tenant) of a proposed rent increase. This form applies where the parties have a site agreement that does not specify a fixed increase, or if a new site agreement is proposed.

**PART A—INFORMATION FOR THE TENANT**

2. The site owner must give the tenant at least 60 days notice of a proposed rent increase by a non-fixed amount.

This notice may only provide for one rent increase.

The site owner must not increase the rent more than once every 12 months.

**Challenging a rent increase**

3. You may apply to the Director of Consumer Affairs Victoria to review the proposed increase if you consider it to be excessive. This can be done free of charge, by filling in the section below, ‘Rent increase investigation’. An application must be made in writing within 30 days after the notice is given. The Director will then investigate the increase and provide a report.

4. After you have received a report from the Director, you can apply to the Victorian Civil and Administrative Tribunal (VCAT) for an order declaring the proposed rent amount to be excessive. This application can be made within 30 days after receiving the Director’s report.

5. If the rent increase starts while you are waiting for VCAT’s decision you will have to pay either the rent increase, or 110% of the rent required immediately before the rent increase was given, whichever amount is lower. When the VCAT makes its decision, it may order some of that money be refunded.

6. For further information visit the renting section of the Consumer Affairs Victoria website at [www.consumer.vic.gov.au/renting](http://www.consumer.vic.gov.au/renting) or call 1300 55 81 81.

**PART B—DETAILS**

7. Address of site [*insert address*]

8. Tenant’s details

This notice is given to [*insert tenant’s name*]

*Include the names of all tenants that are a party to the site agreement.*

9. Site owner details

Name of site owner [*insert site owner’s name— cannot be the agent's name*]

10. Address of site owner for the purpose of serving documents [*insert site owner’s address* *—can be the agent's address*]

11. Contact telephone numbers of site owner or agent

Business hours [*insert telephone number*]

After hours [*insert telephone number*]

Email address [*insert email address*]

12. **Proposed rent increase**

I intend to increase the rent as follows:

Current rent amount ($) [*insert rent*] per \*week/\*fortnight

New rent amount ($) [*insert rent*] per \*week/\*fortnight

Start date [*insert start date*]

13. **Delivery of this notice**

This notice has been delivered

†□ personally, for example by hand

†□ by registered post Delivery time [*insert delivery time*]

†□ by email (if consent has been provided by the tenant)

Tenant’s email address [*insert email address*]

14.  **Rent increase investigation – for tenants**

A request for investigation by the Director of Consumer Affairs Victoria must be made in writing.

You can apply for an investigation, by ticking the box below, writing your daytime telephone number, and posting a copy of this form to Director of Consumer Affairs Victoria, GPO Box 123 Melbourne 3001, or by emailing it to renting@justice.vic.gov.au

After your request has been received, a Residential Tenancies Inspector will contact you.

†□ Yes, \*I/\*we the tenant/s wish to apply for a rent increase investigation:

Tenant daytime telephone number [*insert telephone number*]

† Tick as applicable.

\*Delete if not applicable.

**FORM 22**

**Residential Tenancies Act 1997**

(Section 207ZK(a))

(Regulation 89)

**Notice to VACATE to SITE TENANT**

**INFORMATION FOR SITE TENANTS**

1. **Challenging this notice** – You may be able to challenge this Notice at the Victorian Civil and Administrative Tribunal (VCAT). Reasons to challenge notices to vacate include:

* if you believe you were given this notice due to unlawful discrimination;
* if you believe it was not given to you properly;
* you disagree with the reason given or the information in the form is incorrect;
* if the reason for the notice to vacate relates to an act or breach by a person subjecting you to family violence or personal violence.

You must apply to VCAT within 30 days after the notice to vacate is given if you are challenging the notice based on family or personal violence.

2. **Possession orders and warrants** –Site owners and mortgagees can apply to VCAT for a possession order only after giving you the appropriate notice to vacate. In making the order, VCAT must be satisfied that the site owner or mortgagee who gave you the notice to vacate was entitled to give it

If you do not comply with the possession order, the site owner or their mortgagee can apply for a warrant of possession.

3. VCAT will consider whether your notice to vacate was caused by the act of a person who has subjected you to family or personal violence in assessing an application for possession.

4. Site owners and mortgagees cannot personally use force to remove you if you refuse to leave the property. Only Victoria Police can carry out a forcible eviction, and only when they are acting on a VCAT order.

5. If you are experiencing hardship, you may ask VCAT to postpone the issue of the warrant.

6. **Seeking advice** –If you think you have grounds to challenge a notice to vacate you should seek advice immediately by contacting one of the community legal organisations listed on the Consumer Affairs Victoria website. For further information visit the renting section of the Consumer Affairs Victoria website at consumer.vic.gov.au/renting or call 1300 558 181.

**NOTICE**

7. Address of site [*insert address of site*]

8. Site tenant details [*insert full name of each site tenant*]

9. **\*Site owner’s/\*mortgagee’s details**

I am giving you this notice as

†□ the site owner

†□ the mortgagee of the park

†□ the land owner, who is not the site owner

Full name of \*site owner’s/\*mortgagee’s (this cannot be the agent’s name) [*insert \*site owner’s/\*mortgagee’s full name*]

\*Site owner’s/\*mortgagee’s address for serving documents (this can be the agent’s address) [*insert \*site owner’s/\*mortgagee’s* *address*]

Contact telephone numbers

Business hours [*insert contact telephone number*]

After hours [*insert contact telephone number*]

Email address [*insert email address*]

10.  **Termination date**

The termination date must allow for:

* the minimum notice required under the **Residential Tenancies Act 1997** (the Act); and
* the proposed method of delivery and the date the site tenant is expected to receive the notice.

The minimum number of days notice required under the Act is [*insert minimum number of days*]. I request that you vacate on or before the following termination date [*insert termination date*]. If you want to challenge this notice you should seek legal advice as soon as possible.

11. I am giving you this notice for the following reason:

[*insert the relevant reason, section number of the Act and minimum notice required under the Act. The residential rental provider must also explain why the notice has been given. It is not enough to quote from the reasons on the information sheet; this must be accompanied by specific details. VCAT may find a notice to vacate invalid where it does not provide enough details or if the notice is not accompanied by the form of documentary evidence approved by the Director of Consumer Affairs Victoria*]

Is documentary evidence attached?

†□ no

†□ yes

Please provide details of the evidence attached [*insert details of the evidence attached*]

12. **Delivery of this notice**

This notice has been delivered

†□ personally, for example by hand

†□ by registered post Delivery time [*insert delivery time*]

†□ by email (if consent has been provided by the site tenant)

Site tenant’s email address [*insert email address*]

13. **Signature of \*owner/\*mortgagee/\*land owner/\*agent**

Signature of \*owner/\*mortgagee/\*land owner/\*agent [*insert signature of \*owner/\*mortgagee/\*land owner/\*agent*]

Name of \*owner/\*mortgagee/\*land owner/\*agent [*insert name of \*owner/\*mortgagee/\*land owner/\*agent*]

Date of notice [*insert date notice is issued*]

† tick as applicable.

\*delete whichever is not applicable.

**Form 23**

**Residential Tenancies Act 1997**

(Section 361)

(Regulation 90)

**SHERIFF'S NOTICE OF RETAINED PERSONAL DOCUMENTS**

1. The personal documents described below:

 [*insert description of personal documents*]

 which were left by [*insert name of former resident*]

 in a caravan at [*insert name and address of caravan park*]

 are being stored by the Sheriff at [*insert Sheriff's storage address*]

 for a period of 90 days from [*insert date*].

2. It is intended to dispose of the personal documents at the end of this 90‑day storage period.

3. A former resident, or any other person who can give satisfactory evidence of a right to the documents, may reclaim these documents before they are disposed of. To do so, a person must pay to the sheriff any reasonable costs involved in removing and storing these documents; and publishing this notice.

4. Persons wishing to claim documents may contact one of the community legal organisations listed on the Consumer Affairs Victoria website at [www.consumer.vic.gov.au/renting](http://www.consumer.vic.gov.au/renting) for advice or assistance.

**Form 24**

**Residential Tenancies Act 1997**

(Section 368(3))

(Regulation 91)

**NOTICE TO LEAVE TO RESIDENT OF MANAGED PREMISES OR RESIDENT'S VISITOR**

**A—INFORMATION FOR THE RESIDENT/VISITOR**

 **If you are a resident**

1. This notice suspends your right to live on the managed premises.

After receiving this notice, you must leave the premises immediately.

It is an offence for you or your visitor to fail to leave the property, or return to the property, during the suspension.

You may arrange with the manager of the premises for someone to collect your personal items from the premises.

2.The **suspension** of your right to live on the managed premises lasts until:

* **The end of 2 business days from the date of this notice, which is: \_\_\_\_\_\_\_\_\_\_\_\_\_\_**[*insert date that suspension ends]* This date cannot be more than 2 business days from the date of this form. If the manager of the premises does not apply to the Victorian Civil and Administrative Tribunal (VCAT), you can return after 2 business days; OR
* If the manager of the premises applies to VCAT for an order to terminate the residency permanently, **the suspension lasts until VCAT hears and decides that application.**

3. You are required to pay rent for the duration of the suspension unless VCAT finds that you should not have been given this notice. If that happens, any rent you pay during the suspension must be reimbursed to you in addition to reasonable expenses you incur during the suspension.

4. If you receive this notice, you should contact VCAT on 1300 018 228 to determine whether an application to VCAT to terminate your residency has been made.

**Attending your VCAT hearing**

5. If the manager of the premises applies to VCAT for an order terminating your residency, it is important that you attend your hearing and get legal advice.

6. VCAT cannot make an order terminating your residency unless it determines that it is reasonable and proportionate to do so, having regard to all of the circumstances. You might be able to find a lawyer to represent you at this hearing (see Getting Help).

**Getting Help**

7. Consumer Affairs Victoria can provide you with more information about protecting your rights by telephoning 1300 55 81 81. You can also seek legal advice and representation from one of the community legal organisations listed on our website [www.consumer.vic.gov.au/renting](http://www.consumer.vic.gov.au/renting).

**If you are a visitor**

8. It is an offence

* to remain on or enter the premises after being given a notice to leave; or
* to re-enter the premises while the suspension is in force.

**PART B—INFORMATION FOR THE MANAGER**

9. The manager of a rented premises must use this form to instruct the resident of a managed premises or the resident’s visitor to leave.

10. The definition of manager includes residential rental provider, rooming house owner, caravan park owner and Part 4A park owner.

11. The manager must only give this form if they have **reasonable grounds** to believe that the resident or visitor has committed a serious act of violence on the premises or the safety of any person on the managed premises has been endangered or that the resident has caused, counselled or permitted their visitor to do the same. It is a criminal offence to give this notice without reasonable grounds.

12. This form must be given as soon as it is safe to do so.

13. This notice cannot be given if a notice to vacate has already been given under sections 91ZJ, 142ZC, 206AR or 207X of the **Residential Tenancies Act 1997** in respect of the same act or omission.

14. The manager must not give the resident this notice in instances of family violence (i.e. where the violence or threat to safety is caused by a family member of the resident).

15. The manager may apply to VCAT for an order to terminate the residency right or site agreement before the end of 2 days after the suspension.

**PART C—NOTICE**

16. This notice is given to †☐ the resident

 †☐ the resident’s visitor

17. Address of managed premises at [*insert address*]

18. Name of \*resident/\*visitor [*insert name of resident/visitor*]

19. \*Resident/\*visitor address (if known) [*insert address—if answer is the same as the managed premises, write "as above"*]

20. Address for service of documents [*insert address for service of documents—if it is the managed premises, write "as above"*]

21. Contact phone numbers

Business hours [*insert business hours phone number of manager*]

After hours [*insert after hours phone number of manager*]

Email address [*insert email address of manager*]

22. Name of manager [*insert name of manager*]

23. Address for service of documents [*insert address for service of documents—if answer is the same as 2, write "as above"*]

24. Contact phone numbers

Business hours [*insert business hours phone number of manager*]

After hours [*insert after hours phone number of manager*]

Email address [*insert email address of manager*]

**Reason to leave**

25. As the manager I give you notice to leave the premises **immediately** because I have reasonable grounds to believe that—

†☐ you have committed a serious act of violence on these premises;

†☐ you have placed another person on the premises in danger;

†☐ you have caused, counselled or permitted your visitor to commit a serious act or violence on the premises;

†☐ you have caused, counselled or permitted your visitor to commit an act that has placed another person on the premises in danger.

26. Further details [*manager to insert a brief explanation of the reason for giving this notice*]

27. I will give written notice to the principal registrar of VCAT of the fact that I have issued a notice to leave by the end of the next business day after I give you this notice.

**Delivery of this notice**

28. This notice has been delivered

†□ personally, for example by hand

†□ by registered post Delivery time [*insert delivery time*]

†□ by email (if consent has been provided by the renter)

29. Signature of manager [*insert signature of manager*]

30. Date of notice [*insert date*]

† tick the box which is applicable.

\*delete whichever is not applicable.

**Form 25**

**Residential Tenancies Act 1997**

(Section 505B)

(Regulation 96)

**NOTICE OF FORMAL AFFILIATION OF PREMISES WITH SCHOOL OR INSTITUTION PROVIDING EDUCATION AND TRAINING**

TAKE NOTICE THAT under section 21(1) of the **Residential Tenancies Act 1997** (the Act) the residential premises at [*insert address of premises*]

are formally affiliated with [*insert name of school or institution*].

AND FURTHER TAKE NOTICE THAT the provisions of the Act do not apply to a rental agreement or room in respect of the residential premises.

[*insert name of school council/governing body*]

\*school council/governing body of

\*school/institution

[*insert dat*e]

\*delete whichever is not applicable.

Schedule 2—Criteria to be considered by school or institution before entering affiliation agreement

Regulation 9

1. Whether or not the owner or operator of the residential premises intends to provide any of the following services to persons accommodated in the premises—

 (a) a tutorial system for residents to complement the teaching of the school or institution;

 (b) pastoral care, chaplains, mentors, or counsellors;

 (c) meals;

 (d) opportunities for a range of social and cultural events and activities that students or staff may attend or participate in.

2. Whether prospective persons to be accommodated in the residential premises are primarily—

 (a) persons enrolled at the school or institution; or

 (b) members of staff of the school or institution.

3. Whether the owner or operator of the residential premises intends to provide residents with a written statement, before they sign an agreement for accommodation in the premises, outlining the facilities and the services that are included in the amount to be paid to the owner or operator for accommodation.

4. Whether the owner or operator of the residential premises intends to have available in written form and for inspection on the premises to residents at no charge, the current terms and conditions for occupancy relating, but not limited, to the following matters—

 (a) the amount paid by residents for accommodation including facilities and services;

 (b) increases in amounts paid for accommodation;

 (c) the payments of any bonds or deposits relating to accommodation;

 (d) repairs to the premises;

 (e) termination of the agreement for accommodation.

5. Whether the owner or operator of the residential premises intends to have a written agreement for accommodation with every resident on the premises, which includes the terms and conditions of occupancy.

6. Whether, on signing an agreement for accommodation, the owner or operator of the residential premises intends to provide every resident with a package of written information containing—

 (a) the terms and conditions for occupancy including house rules; and

 (b) general first aid information and any emergency evacuation plan; and

 (c) any dispute resolution options and procedures; and

 (d) information about any compliance monitoring system that reflects the criteria in this Schedule, including any website where results of compliance are published.

7. In the case of a dispute between a resident and the owner or operator of the residential premises, whether the owner or operator of the residential premises—

 (a) has a system for responding to complaints by residents that is timely, treats residents with respect and ensures that residents have an opportunity to be heard in relation to a dispute; and

 (b) intends to refer a dispute that cannot be resolved to an external dispute resolution service.

8. Whether the owner or operator of the residential premises has an emergency evacuation plan for the premises and has displayed the plan on the back of every door and in all common areas in the premises.

9. Whether the owner or operator of the residential premises has a compliance monitoring system in place that reflects the criteria in this Schedule.

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Schedule 3—Safety-related activities

Regulation 13

1. Electrical safety activities

 (1) The residential rental provider must ensure that an electrical safety check of all electrical installations, fittings and appliances provided by a residential rental provider in the rented premises is conducted every 2 years by a licensed or registered electrician and must provide the renter with the date of the most recent safety check on request by the renter.

 (2) If an electrical safety check of the rented premises has not been conducted within the last 2 years at the time the renter occupies the premises, the residential rental provider must arrange an electrical safety check as soon as practicable.

1. Gas safety activities

 (1) The safety-related activities in subclauses (2) and (3) only apply if the rented premises contain any appliances, fixtures or fittings which use or supply gas.

 (2) If the rented premises contains any gas installations or connections, the residential rental provider must ensure that a gas safety check of all gas installations and fittings in the rented premises is conducted every 2 years by a licensed or registered gasfitter and must provide the renter with the date of the most recent safety check on request by the renter.

 (3) If the rented premises contains any gas installations or connections, and a gas safety check has not been conducted within the last 2 years at the time the renter occupies the premises, the residential rental provider must arrange a gas safety check as soon as practicable.

1. Smoke alarm safety activities

 (1) The residential rental provider must ensure that—

1. each smoke alarm is correctly installed and in working condition; and
2. each smoke alarm is tested according to the manufacturer’s instructions at least once every 12 months; and
3. the batteries in each smoke alarm are replaced as required.

 (2) The residential rental provider must immediately arrange for a smoke alarm to be repaired or replaced as an urgent repair if they are notified by the renter that it is not in working order.

 (3) The residential rental provider, on or before the occupation day, must provide the renter with the following information in writing—

1. information about how each smoke alarm in the rented premises works;
2. information about how to test each smoke alarm in the rented premises;
3. information about the renter’s obligations to not tamper with any smoke alarms and to report if a smoke alarm in the rented premises is not in working order.

 (4) The renter must give written notice to the residential rental provider as soon as practicable after becoming aware that a smoke alarm in the rented premises is not in working order.

**Note**:

 Regulations made under the **Building Act 1993** require smoke alarms to be installed in all residential buildings.

1. Carbon monoxide alarm safety activities

 (1) The safety-related activities in subclauses (2), (3), (4), and (5) only apply if the rented premises contains any appliances, fixtures or fittings which use or supply gas.

 (2) If the rented premises contains carbon monoxide alarms, the residential rental provider must ensure that—

1. each carbon monoxide alarm is correctly installed and in working condition; and
2. each carbon monoxide alarm is tested according to the manufacturer’s instructions at least once every 2 years; and
3. the batteries in each carbon monoxide alarm are replaced as required.

 (3) The residential rental provider must immediately arrange for a carbon monoxide alarm to be repaired or replaced as an urgent repair if they are notified by the renter that it is not in working order.

 (4) The residential rental provider, on or before the occupation day, must provide the renter with the following information in writing—

1. information about how each carbon monoxide alarm in the rented premises works;
2. information about how to test each carbon monoxide alarm in the rented premises; and
3. information about the renter’s obligations to not tamper with any carbon monoxide alarms and to report if a carbon monoxide alarm in the rented premises is not in working order.

 (5) The renter must give written notice to the residential rental provider as soon as practicable after becoming aware that a carbon monoxide alarm in the rented premises is not in working order.

1. Pool fence safety activities

 (1) The safety-related activities in subclauses (2), (3) and (4) only apply if the rented premises contains a pool.

 (2) The residential rental provider must ensure that the pool fence is maintained in good repair.

 (3) The renter must give written notice to the residential rental provider as soon as practicable after becoming aware that the pool fence is not in working order.

 (4) The rental provider must immediately arrange for a pool fence to be repaired or replaced as an urgent repair if they are notified by the renter that it is not in working order.

1. Relocatable pool safety activities

 (1) This safety-related activity only applies if a relocatable pool is erected on the rented premises.

 (2) A renter must not erect a relocatable pool on the rented premises for more than one day, unless the renter has given prior written notice to the residential rental provider.

  **Note:**

 Regulations made under **Building Act 1993** apply to any person erecting a relocatable pool.

1. Bushfire-prone area activities

 (1) This safety-related activity only applies if the rented premises is in a bushfire prone area and is required to have a water tank for bushfire safety.

 (2) If the rented premises is in a designated bushfire-prone area under section 192A of the **Building Act 1993** and a water tank is required for firefighting purposes the residential rental provider must ensure the water tank and any connected infrastructure is maintained in good repair and cleaned as required.

Schedule 4—Rental minimum standards

Regulation 29

1. Locks

In the rented premises all external entry doors, other than any screen door attached to an external door, must have a functioning single action deadlock, unless—

1. the rented premises is a registered place; and
2. a request for a permit to alter the relevant features of the premises to comply with this standard has been refused in accordance with Part 6 of the **Heritage Act 2017**.
3. Vermin proof bins

A vermin proof rubbish bin and a vermin proof recycling bin are to be supplied for use by the renter of the rented premises—

1. provided by the local council; or
2. which are compatible with local council collection.
3. Toilets

The rented premises are to contain a toilet that is—

1. in good working order, connected to—
2. a reticulated sewerage system; or
3. wastewater treatment system permitted under the Code of practice – Onsite wastewater management published under the **Environment Protection Act 1970**; or
4. any other system approved by the local council; and
5. either in—
6. a room that is intended to be used as a toilet area, whether as a separate toilet or bathroom or combined bathroom and laundry; or
7. a separate enclosed structure that is intended to be used as a toilet area.
8. Bathroom facilities

In relation to bathroom facilities, the following amenities are to be provided in the rented premises—

1. a bathroom connected to a reasonable supply of hot and cold water that contains a washbasin and a shower or bath;
2. if a shower is present—
3. a shower head with a 3 star rating in the rating system referred to in regulation 23(a); or
4. a shower head with a one or 2 star rating if a shower head with a 3 star rating—

(A) cannot be installed; or

(B) if installed, will not operate effectively due to the age, nature or structure of the plumbing of the premises.

1. Kitchen facilities

 (1) In relation to kitchen facilities, the following amenities are to be provided in the rented premises—

1. a dedicated area which is intended to be used for cooking and food preparation;
2. a sink in good working order that is connected to a reasonable supply of hot and cold water;
3. an oven in good working order;
4. a stovetop in good working order that has—
5. 2 or more burners if the rented premises has 2 bedrooms or fewer; or
6. 4 or more burners if the rented premises has between 3 and 6 bedrooms; or
7. 5 or more burners if the rented premises has 7 or more bedrooms.

 (2) Subclause (1) does not apply if the rented premises is a registered place and a request for a permit to alter the relevant features of the premises to comply with this standard has been refused in accordance with Part 6 of the **Heritage Act 2017**.

1. Laundry facilities

Any laundry facilities present in the rented premises must be connected to a reasonable supply of hot and cold water.

1. Structural soundness

The rented premises are to be structurally sound and weatherproof.

1. Mould and dampness

Each room in the rented premises must be free from mould and damp caused by or related to the building structure.

1. Electrical safety

On and from 1 July 2022, in relation to electrical safety, all power outlets and lighting circuits in the rented premises are to be connected to—

1. a switchboard type Circuit Breaker that complies with AS/NZS 3000 Electrical Installations as published from time to time; and
2. a switchboard type Residual Current Device that complies with—

 (i) AS/NZS 3190 Approval and test specification—Residual current devices (current-operated earth-leakage devices), as published from time to time; or

 (ii) AS/NZS 61008.1 Residual current operated circuit-breakers without integral overcurrent protection for household and similar uses (RCCBs): Part 1: General rules, as published from time to time; or

 (iii) AS/NZS 61009.1 Residual current operated circuit-breakers with integral overcurrent protection for household and similar uses (RCCBs) Part 1: General rules, as published from time to time.

1. Window coverings

On and from 1 July 2021, each window in a room at the rented premises that is likely to be used as a bedroom or as a living area is to be fitted with a curtain or blind that can be opened or closed by the renter to—

1. reasonably block light; and
2. provide reasonable privacy to the renter.
3. Windows

All external windows in the rented premises which are capable of opening must—

1. be able to be set in a closed or open position; and
2. have functioning latches to secure against external entry.
3. Lighting
4. The interior rooms, corridors and hallways of the rented premises are to have access to light, whether natural or artificial, which provides a level of [illuminance](http://bca.saiglobal.com/script/content/viewer/document/FindPage.asp?docID=1792&hist=yes&anchorID=Vol1/Illuminance#Illuminance) appropriate to the function or use of those rooms.
5. Each ***habitable room*** of the rented premises is to have access to—
6. natural light, including borrowed light from an adjoining room, during daylight hours, which provides a level of [illuminance](http://bca.saiglobal.com/script/content/viewer/document/FindPage.asp?docID=1792&hist=yes&anchorID=Vol1/Illuminance#Illuminance) appropriate to the function or use of the room; and
7. artificial light during non-daylight hours which provides a level of [illuminance](http://bca.saiglobal.com/script/content/viewer/document/FindPage.asp?docID=1792&hist=yes&anchorID=Vol1/Illuminance#Illuminance) appropriate to the function or use of the room.
8. Subclauses (1) and (2) do not apply if the rented premises is a registered place and a request for a permit to alter the relevant features of the premises to comply with the standard has been refused in accordance with Part 6 of the **Heritage Act 2017**.
9. Heating
10. On and from 1 July 2020, in relation to heating in a Class 2 building a fixed heater in good working order is to be installed in the main living area of the rented premises.
11. On and from 1 July 2020, in relation to heating in a Class 1 building—
12. a fixed heater in good working order is to be installed in the main living area of the rented premises; and
13. if a fixed heater is not installed in the main living area of the rented premises on or by 1 July 2020, an energy efficient fixed heater which is not fuelled by liquefied petroleum gas is to be installed.
14. On and from 1 July 2022, in relation to heating in a Class 1 building—
15. an energy efficient fixed heater in good working order is to be installed in the main living area of the rented premises; and
16. the energy efficient fixed heater is not—
	1. fuelled by liquefied petroleum gas; and
	2. installed after 1 July 2020.
17. On or before 1 July 2023, in relation to heating in a Class 1 building, an energy efficient fixed heater in good working order is to be installed in the main living area of the rented premises which is not fuelled by liquefied petroleum gas.
18. In this clause—

***energy efficient fixed heater*** means—

1. a non-ducted air conditioner or heat pump with a 2 star or above heating rating in the prescribed energy rating system for non-ducted air conditioners or heat pumps; or
2. a gas space heater with a 2 star or above heating rating in the prescribed energy rating system for gas space heaters; or
3. a ducted heating or hydronic heating system which has an outlet in the main living area of the rented premises; or
4. a slow combustion wood heater;

***fixed* *heater*** means a heater that is not designed or manufactured to be portable.

Endnotes

1S.R. No. 14/2019

**Table of Applied, Adopted or Incorporated Matter**

 The following table of applied, adopted or incorporated matter is included in accordance with the requirements of regulation 5 of the Subordinate Legislation Regulations 2014.

|  |  |  |
| --- | --- | --- |
| **Statutory rule provision** | **Title of applied, adopted or incorporated document** | **Matter in applied, adopted or incorporated document** |
| Regulation 23(b) | Australian/New Zealand Standard 3823.2:2013 "Performance of electrical appliances—Air conditioners and heat pumps Part 2: Energy labelling and minimum energy performance standards (MEPS) requirements" as published by Standards Australia and Standards New Zealand on 23 May 2013. | The whole |
| Regulation 23(c) | Greenhouse and Energy Minimum standards (Dishwashers) Determination 2015 made under section 23 and 35 of the Greenhouse and Energy Minimum Standards Act 2012 of the Commonwealth on 30 October 2015. | The whole |
| Regulation 23(d)(i) | Australian/New Zealand Standard 5263.1:2016 "Gas appliances Part 1.3: Gas space heating appliances" as published by Standards Australia and Standards New Zealand on 11 May 2012. | The whole |
| Schedule 4 Cl 9(a) | Australian/New Zealand Standard 3000:2018 "Electrical installations (known as the Australian/New Zealand Wiring Rules)" as published by Standards Australia and Standards New Zealand on 26 June 2018. | The whole |
| Schedule 4 Cl 9(b)(i) | Australian/New Zealand Standard 3190:2016 "Approval and test specification – Residual current devices (current operated earth-leakage devices)” as published by Standards Australia and Standards New Zealand on 10 May 2016. | The whole |
| Schedule 4 Cl 9(b)(ii) | Australian/New Zealand Standard 61008:2015 "Residual current operated circuit-breakers without integral overcurrent protection for household and similar uses (RCCBs) Part 1: General Rules” as published by Standards Australia and Standards New Zealand on 23 March 2015. | The whole |
| Schedule 4 Cl 9(b)(iii) | Australian/New Zealand Standard 61009.1:2015 (incorporating Amendment No. 1) "Residual current operated circuit-breakers with integral overcurrent protection for household and similar uses (RCBOs) Part 1: General rules" as published by Standards Australia and Standards New Zealand on 23 March 2015. | The whole |