



INFORMATION BROCHURE

The information in this brochure is a summary of the Residential Tenancies Act 1995, it does not replace it.

The *Residential Tenancies (General) Regulations 1995* provide that a landlord or agent must give the tenant this information brochure at the time that a residential tenancy agreement is entered into.

THIS BROCHURE SETS OUT THE GENERAL RIGHTS AND OBLIGATIONS OF LANDLORDS AND TENANTS IN RESPECT OF ALL RESIDENTIAL TENANCY AGREEMENTS IN SOUTH AUSTRALIA.

A residential tenancy agreement is formed when a person (landlord/agent) gives another person (tenant), the right to occupy premises in return for payment.

THE LANDLORD/TENANT RELATIONSHIP...

Landlords and tenants both have rights and obligations when a tenancy agreement is entered into. **Some of these rights and obligations cannot be changed, even if there is a mutual agreement made between the parties.** This brochure outlines the main requirements of both parties, for full details on rights and responsibilities; refer to the *Residential Tenancies Act 1995*. If you have a query about your rights or responsibilities, contact Consumer and Business Services (CBS), **Tenancies Branch** on 131 882, or visit Level 1, 91-97 Grenfell Street, Adelaide.

The landlord/tenant relationship begins when a landlord agrees to rent residential premises to a tenant. "Premises" includes the land and buildings contained on it, and all things provided for use by the tenant. However, a landlord and tenant may agree at the beginning of the tenancy to exclude certain parts of the premises as being for the landlord's use only.

A tenancy agreement can be written, verbal or even implied. It does not need to be in writing to be binding. If parties wish to enter into a written agreement, a copy of a standard lease agreement is available free from the Tenancies Branch, or from the South Australian Government website at www.sa.gov.au/tenancy/forms

The landlord must pay any cost associated with the preparation of a written lease. There is to be no cost to the tenant.

THE LANDLORD IS OBLIGED TO...

- complete and provide 2 signed inspection sheets and a copy of this information brochure to the tenant at the commencement of the tenancy;
- provide the tenant with a copy of the lease agreement if the landlord has required the tenant to sign a written agreement.
- provide the premises in a clean and reasonable state;
- give proper receipts for any money received from the tenant. *If the tenant pays rent into an account that is kept by the landlord or agent at a financial institution and the landlord or agent keeps a written record containing the information normally required on a receipt, a receipt does not have to be given to the tenant;*
- keep proper records of rent received during the tenancy;
- pay council rates, and land tax charges;
- pay charges for water usage and supply as agreed between the landlord and the tenant. In the absence of an agreement the landlord is responsible to pay for water usage up to 136 kilolitres per year - any amount above this is the responsibility of the tenant. If there are multiple properties on one meter, a special clause must be included in the lease agreement outlining how water charges are to be determined. *Sewerage charges and any levies are always the responsibility of the landlord;*
- maintain and repair the premises (having regard to their age, character and prospective life);
- allow the tenant peace, comfort and privacy;
- provide and maintain locks to ensure the premises are reasonably secure.

THE TENANT IS OBLIGED TO...

- pay the rent on time. *If the tenant receives a Centrelink payment, the landlord may agree for the rent to be paid using Centrepay. (For details on Centrepay contact the nearest Centrelink Office);*
- keep the premises in a reasonable state of cleanliness;
- pay charges for water usage and supply as agreed between the landlord and the tenant. In the absence of an agreement the landlord is responsible to pay for water usage up to 136 kilolitres per year - any amount above this is the responsibility of the tenant. If there are multiple properties on one meter, a special clause must be included in the lease agreement outlining how water charges are to be determined. *Sewerage charges and any levies are always the responsibility of the landlord;*
- not intentionally or negligently cause or allow damage to be caused to the premises;
- notify the landlord of damage to the premises;
- notify the landlord when repairs are needed;
- not use the premises, or allow them to be used, for any illegal purpose;
- not cause or allow a nuisance or interference with the reasonable peace, comfort and privacy of anyone else living in the immediate vicinity of the premises;
- not fit any fixtures or make any alterations to the premises (including picture hooks, shelves and fences) without the landlord's permission.

LANDLORD'S RIGHT OF ENTRY TO RENTED PREMISES...

- At any time with the consent of the tenant given immediately before the time of entry;
- in the case of an emergency (no notice is required);
- for a specific purpose (e.g. routine inspections of the premises, not more frequently than once every four weeks) after giving seven to fourteen days **written notice** specifying the date, time and purpose of entry;
- at a time previously arranged with the tenant, but not more frequently than once every week for the purpose of collecting rent;
- to carry out necessary repairs or maintenance at a reasonable time, giving at least 48 hours' **written notice**;
- after giving reasonable notice to the tenant to show the premises to prospective tenants during the last 28 days of a tenancy;
- after giving reasonable notice to the tenant to show the premises to prospective purchasers. It is generally accepted that inspections by appointment for the purpose of showing the premises to prospective purchasers should be no more than twice weekly, and that open inspections should be no more than once per fortnight with reasonable notice being given.

A LANDLORD DOES NOT HAVE ANY OTHER RIGHT OF ENTRY TO RENTED PREMISES.

AT THE BEGINNING OF A TENANCY...

A landlord has the right to choose a suitable tenant. Under the *Residential Tenancies Act 1995*, it is illegal to discriminate against tenants with children. **This does not apply if the landlord or agent resides in the premises or in adjacent premises.**

Other laws against discrimination also exist under the Equal Opportunity Act. Any questions about discrimination laws under the Equal Opportunity Act can be directed to:

Equal Opportunity Commission
Telephone 8207 1977 or FREECALL 1800 188 163
Internet address: www.eoc.sa.gov.au

TYPES OF LEASE AGREEMENTS...

There are two types of residential tenancy agreements.

- [1] A **periodic tenancy** - an agreement (written, verbal or implied) for an indefinite period until it is lawfully terminated by either party or by the Tribunal;
- [2] A **fixed term tenancy** - a specific start date and end date agreed upon at the beginning of the tenancy (e.g., six or twelve months).

The landlords and tenants rights and obligations under both types of lease agreements are exactly the same. There are differences, however, in the conditions of **termination**.

SECURITY BOND...

For rental properties where the rent payable is \$250 per week and under, the landlord cannot ask for a bond that is more than four weeks' rent. For rent over \$250 per week, a landlord cannot ask for a bond that is more than six weeks' rent. Money received as a security bond must be receipted within 48 hours. The receipt must show the date, the person's name, the amount and address of the premises for which the bond has been paid. All security bonds (including any part payments) must be lodged with the Tenancies Branch (cheques made payable to the Residential Tenancies Fund) together with a bond lodgement form within seven days (or in the case of registered land agents, within 30 days) of receipt. The bond may be paid by Direct Debit by completing the Direct Debit Request (DDR) printed on the back of the bond lodgement form.

A bond may be increased if at least two years have elapsed since the security bond was paid or last increased. Where a bond is increased, the increase must be lodged with the Tenancies Branch within the required time frame.

Housing SA issues bond guarantees to approved tenants, rather than making a direct payment to the Residential Tenancies Fund. This guarantee is used in the same way as a cash bond and provides the same security for landlords. Bond guarantees do not become valid until they have been lodged with the Tenancies Branch and have received a lodgement number. Housing SA will cancel a bond guarantee if it is not lodged with the Tenancies Branch by the 'lodge by' date shown on the front of the form.

WHETHER OR NOT A BOND IS PAID, THE ACT APPLIES TO ALL RESIDENTIAL TENANCY AGREEMENTS IN SOUTH AUSTRALIA.

INSPECTION SHEETS...

At the beginning of the tenancy the landlord is required to provide the tenant with two signed inspection sheets, which must include comprehensive details of fixtures, furniture and other contents in the premises and their condition at the commencement of the tenancy. After both inspection sheets have been completed and signed by the tenant, the tenant must keep one and return the other copy to the landlord. The inspection sheets may be adapted to suit particular premises. Care should be taken when filling out these forms, as they may be called upon in the event of a dispute or for repayment of the security bond at the end of the tenancy.

**INSPECTION SHEETS SHOULD BE RETAINED THROUGHOUT THE TENANCY.
CARE SHOULD BE TAKEN SO THAT THEY ARE NOT LOST OR DESTROYED.**

RENT IN ADVANCE...

Besides paying a bond at the beginning of the tenancy, a tenant can be required to pay the first two weeks' rent. If two weeks' rent is paid at the start of the tenancy, no rent is due until those two weeks have passed. Besides a security bond and two weeks' rent, the landlord cannot ask for any other money at the start of the tenancy.

RENT INCREASES...

The landlord may increase the rent under the following circumstances:

- where there is a **fixed term** agreement, the rent cannot be increased during the term, unless the agreement specifically provides for an increase. If the agreement provides for an increase, the rent can be increased after giving at least sixty days written notice, specifying the amount of the increase and the date on which the increase is to commence. The date fixed for an increase must be at least six months after the commencement of the agreement or, at least six months since the last increase in rent;
- where there is a **periodic** agreement, the rent can be increased after giving at least sixty days written notice, specifying the amount of the increase and the date on which the increase is to commence. The date fixed for an increase must be at least six months after the commencement of the agreement or, at least six months since the last increase in rent;
- with an offer of extension or new agreement, provided the rent was not increased in the last six months;

Where specific rent increases are set out in the lease agreement and the dates on which the increases will occur are clearly defined, 60 days written notice is not required.

REPAIRS AND MAINTENANCE...

It is the tenant's responsibility not to cause damage to the premises. If damage does occur, the landlord should be notified as soon as possible. If a tenant intentionally or carelessly causes (or allows damage to be caused) to the premises, it is the tenant's responsibility to repair the damage.

If damage or repairs are needed due to normal wear and tear, or in any way that is not the tenant's fault, the landlord should be notified immediately. It is the landlord's responsibility to repair and maintain the premises under these circumstances. If the landlord has not attended to the repair, or if the tenant has not been able to contact the landlord, the tenant may have **emergency** repairs carried out by a licensed tradesperson. If this happens, the tenant must get a written report from the tradesperson.

TERMINATION...

The prescribed forms, which must be used when issuing a notice of termination, are available from the Tenancies Branch office and at www.sa.gov.au/tenancy/forms

Periodic tenancy -

- **The tenant** may give 21 days' notice or a period equivalent to a single period of the tenancy, (whichever is the longer), in writing to the landlord at any time. For example, if the rent is paid weekly or fortnightly, the tenant is required to give 21 days' notice. If the rent is paid calendar monthly, the tenant would need to give a calendar month's notice.
- **The landlord** may give notice of termination on the prescribed form at any time, as follows:
 - The landlord requires possession of the premises for the landlord's own occupation, or occupation by the landlord's spouse, child or parent, or occupation by the spouse of the landlord's child or parent - 60 days;
 - Premises required for demolition - 60 days;
 - Where the premises have been sold, to be given any date from the signing of the contract of sale - 60 days;
 - Possession of the premises is required for repairs or renovations that cannot be carried out conveniently while the tenant remains in possession of the premises - 60 days;

- Rent arrears of at least 14 days or breach of contract - 7 days*;
- Notice where no reason is given - 90 days.

*Where a termination notice is given for breach of contract or rent arrears, if the breach or rent arrears is not rectified within seven days, the tenancy may terminate when the notice expires. If vacant possession is not given by the requested date, the landlord may apply to the Tribunal for an order of possession.

Fixed term tenancy -

- Neither the landlord nor the tenant can terminate a fixed term agreement before the end of the tenancy, unless mutually agreed. At the end of a fixed term tenancy, if the tenant has not vacated the premises, the landlord may lodge an application with the Tribunal for an order for possession of the premises.
- If a tenant wants to leave the premises and terminate the tenancy before the end of the fixed term, discuss it with the landlord and try to come to an arrangement. The landlord may hold the tenant responsible for the costs associated with finding a new tenant, reletting the premises and any loss of rent. For further information, contact the Tenancies Branch for advice.

TERMINATION FOR BREACH OF AGREEMENT...

Both the landlord and the tenant can give a termination notice on the prescribed form to the other for a breach of the conditions of the lease. A breach of an agreement must be remedied within at least seven clear days from the date the notice is given.

If the landlord has served a valid termination notice and vacant possession is not given at the appropriate time, the landlord may apply to the Residential Tenancies Tribunal for an order for vacant possession. Only a Tribunal bailiff can enforce an order for vacant possession.

If a party (*the respondent*) disputes the termination notice, a request may be made to the Tenancies Branch for dispute resolution through conciliation, or the respondent can apply to the Residential Tenancies Tribunal for an order stating that they are not in breach or that the breach has been fixed.

TERMINATION FOR UNDUE HARDSHIP...

Under the *Residential Tenancies Act 1995*, if continuing the tenancy would cause undue hardship to either the landlord or the tenant, an application can be lodged with the Tribunal for termination of the tenancy. Generally 'undue hardship' does not include financial difficulties.

REFUND OF SECURITY BOND...

Where parties agree

At the end of the tenancy when the tenant and landlord agree how the bond is to be repaid, a refund of security bond form should be completed and signed by both parties. (The signatures must be the same as those on the bond lodgement form). The bond can be paid via electronic funds transfer, or a cheque may be posted or collected from the Tenancies Branch office.

Notice of claim

A bond refund form seeking the bond be paid to the applicant without the other party's signature can still be lodged with the Tenancies Branch. The other party will be notified of

the applicant's claim and given an opportunity to dispute the claim. If the claim is not disputed the bond will be paid to the applicant.

Disputed bonds

If the claim is disputed it will be referred to the Advice Section for conciliation and if it cannot be conciliated, it may be referred to the Residential Tenancies Tribunal for a determination.

If a dispute arises over how the bond should be refunded, either party can contact the Advice Section of the Tenancies Branch on 131 882.

Unclaimed money

If a bond has been paid for a property rented in the past and the refund of that bond has not been applied for, that bond may still be held in the Residential Tenancies Fund. After providing details about the tenancy in question (e.g. the exact address, the other party's name, the bond amount and proof of identity), the Tenancies Branch can refund the bond accordingly.

If you believe there is unclaimed money belonging to you held in the Fund, please contact CBS, Tenancies Branch on 131 882.

SUBLETTING AND ASSIGNMENT...

A tenant has the right, with the landlord's written approval, to sublet the rental premises, or assign their interest to another party. The landlord cannot unreasonably withhold consent or charge for subletting or assignment, except for reasonable expenses in doing so.

To 'sublet' means that a tenant rents out all or part of the premises to someone else, and in effect becomes the landlord to the subtenant. To 'assign' means to transfer a tenancy to someone else. That does not mean, however, that the original tenant no longer has responsibility for the tenancy. Before subletting or assigning a tenancy, it is advisable to first contact the Tenancies Branch and speak with a Tenancy Officer.

DISPUTE RESOLUTION...

The Commissioner for Consumer and Business Services' role is to give advice to landlords and tenants and to resolve disputes via the Tenancies Branch. A party to a residential tenancy dispute may apply to the Tenancies Branch for conciliation of the dispute. Alternatively, the Tribunal may, either before or during the hearing of proceedings, appoint a mediator to achieve a negotiated settlement. The Tribunal may also refer the matter to a conference or hearing.

If you are a party to a tenancy dispute, you should contact a Tenancy Officer at the Tenancies Branch, Level 1, 91-97 Grenfell Street, Adelaide or phone 131 882.

TRIBUNAL HEARINGS...

The Residential Tenancies Tribunal is an independent specialist Tribunal that provides a prompt and informal way of determining disputes between landlords and tenants. Both landlords and tenants may apply to the Tribunal to have disputes determined. There is a cost to apply to the Residential Tenancies Tribunal. Members of the Tribunal conduct hearings with a minimum of formality. Both parties are expected to attend and usually present their own cases.

Tribunal Registry staff cannot advise parties about their dispute. If you need advice, contact a Tenancy Officer on 131 882.

The *Residential Tenancies Act 1995* provides several ways of having a dispute settled:

- negotiation and conciliation of a dispute;
- mediation;
- determination by the Tribunal and an order being made.

HOUSING CO-OPERATIVES AND HOUSING ASSOCIATIONS

Housing co-operatives and housing associations are community managed organisations that provide rental housing for individuals and families on low incomes or with special housing needs. Housing co-operatives are incorporated under the *SA Co-operative and Community Housing Act 1991* and housing associations are incorporated under the *Associations Incorporation Act 1985*.

The tenants of associations and co-operatives do not own the houses they live in, but rent them from the group. In some cases association and co-operative tenants may also be members of the group from which they are renting. A co-op member is expected to attend meetings of the co-operative and take on various administrative responsibilities involved in running the group. Different rules apply for member-tenants and non-member-tenants.

Some specific requirements that apply to member-tenants of housing associations and co-operatives are:

- a need to comply with certain tenancy by-laws (e.g.: visitors, absences, rent changes) referred to in the tenancy agreement;
- the tenancy agreement must be in writing.

Member-tenants and non member-tenants of housing co-operatives and housing associations are covered by the *Residential Tenancies Act 1995*, but there are some sections of the Residential Tenancies Act where variations exist or which co-operatives and associations are not required to comply with, such as:

- period of notice for rent increase for income determined rents;
- the basis for calculating rent payable can be changed;
- associations and co-operative's are not responsible for maintenance & repair of certain items (e.g. air-conditioners, light fittings, room heaters, floor coverings);
- consent for assignment or subletting of property can be withheld;
- requirements for termination of tenancy in a co-operative differ.

It is possible to obtain further exemptions from provisions of the Residential Tenancies Act by making an application to the Residential Tenancies Tribunal. If you wish to make such an application, contact a Tenancy Officer on 131 882.

If you would like more information about joining a housing co-operative or housing association, the following organisations can provide further assistance:

Community Partnerships & Growth
Level 2, 153-159 Flinders Street, Adelaide
Telephone 1300 700 561
www.communityhousing.sa.gov.au

Community Housing Council of SA Inc
283 - 285 Payneham Road, Royston Park
Telephone (08) 8362 1022
www.chcsa.org.au

If you have difficulty in understanding this pamphlet ring the Translating and Interpreting Service on 131-450. Don't hang up, your call will be answered (Local call cost only).

Amharic / አማርኛ

ይህን መጽሔት ለመረዳት ችግር ካለዎት ፡ ለተርጉም አገልግሎት በቴሌፎን ቁጥር 131-450 ብላቸሎ ደውሎ ። ደውላችሁ ለሎሚመሰሰላችሁ ፡ ቴሌፎን አትዘገት ። (በውስጥ ጥሪ ዋጋ ብቻ)

Arabic / عربي

إذا كنت تجد صعوبة في فهم هذه النشرة ، إتصل هاتفياً بخدمة الترجمة الكتابية والشفهية (Translating and Interpreting Service) على الرقم 131-450. لا تُثقل الخط ، لأنه سوف يتم الرد على مكالمتك (تكلفة مكالمة محلية فقط) .

Chinese / 中文

如果您不能理解本手冊，請打電話到翻譯及傳譯服務處 (Translation and Interpreting Service) ，電話號碼 131-450 。請耐心等待，會有人接您的電話（按當地電話收費）。

Croatian/Hrvatski

Ako Vam je teško razumijeti ovu brošuru, nazovite Službu tumačenja i prevodenja na 131-450. Nemojte spustiti slušalicu, na vaš poziv će biti odgovoreno (za cijenu mjesnog poziva).

Greek/Ελληνικά

Αν δυσκολεύεστε να καταλάβετε αυτό το φυλλάδιο τηλεφωνείστε στην Υπηρεσία Μετάφρασης και Διερμηνείας Τηλέφωνο 131 450. Μην κλείσετε το τηλέφωνο, το τηλεφώνημά σας θα απαντηθεί (Χρέωση για τοπικό τηλέφωνο μόνο).

Hungarian/Magyar

Ha nem érti ezt a nyomtatványt, mert nem beszél angolul, hívja a Fordító és Tolmács Szolgálatot a 131-450 telefonszámon (helyi hívásnak számít). Kérjük, várjon, amíg hívására valaki válaszol.

Italian/Italiano

Se avete difficoltà a capire questo opuscolo telefonate al Servizio Traduzione e Interpretariato (Translating and Interpreting Service) Tel. 131-450. Non mettete giù il telefono, qualcuno risponderà alla vostra chiamata (il costo é uguale ad una telefonata locale).

Khmer / ខ្មែរ

ប្រសិនបើអ្នក មានការពិបាក ទីងយល់សន្ធិកពតិមាននេះ ចូរហៅទូរស័ព្ទ ទៅកន្លែងផ្នែកបំរើបកប្រែភាសា តាម លេខ 131-450 ។ ចូរកុំដាក់ប្រដាប់ទូរស័ព្ទចុះ គេនឹងឆ្លើយតបទៅការហៅរបស់អ្នក (ការហៅទូរស័ព្ទរបស់អ្នក គិតតាមតែតំលៃហៅក្នុងតំបន់)។

Persian / فارسی

چنانچه مشکلی در فهم این جزوه دارید لطفا به اداره خدمات مترجمی به شماره 131 450 تلفن فرمائید. گوشی را زمین نگذارید ، جواب تلفن شما داده خواهد شد . (هزینه تلفن محلی)

Polish /Polski

Jeżeli mają państwo trudności ze zrozumieniem tej broszury proszę zadzwonić do biura tłumaczy *Translating and Interpreting Service* pod numer 131-450. Proszę nie odkładać słuchawki, ktoś odbierze telefon. (W cenie rozmowy miejscowej).

Portuguese/ Português

Se tem dificuldade em compreender este panfleto, ligue para o *Translating and Interpreting Service / Serviço de Tradutores e Intérpretes*, telefone número 131-450. Não desligue pois a sua chamada será atendida (pelo custo de uma chamada local apenas).

Romanian/Română

Dacă aveți dificultăți în înțelegerea acestei broșuri, vă rugăm să luați legătura cu Serviciul pentru Traduceri și Interpretări, la numărul 131-450. Nu închideți telefonul, vi se va răspunde. (Costul este cel al unei convorbiri locale).

Russian/Русский

Если у Вас возникнут трудности в понимании содержания этой брошюры, позвоните в Службу переводов по номеру 131 450. Не вешайте трубку, Вам ответят (по стоимости только местного звонка).

Serbian/СРПСКИ

Ako imate tешkoћа u комуникацији на енглеском језику позовите службу за тумачење и превођење на телефон број 131-450. Немојте да спустите слушалицу, добићете одговор на ваш позив (цена локалног позива).

Spanish/Español

Si tiene dificultades en entender este panfleto llame al Servicio de Interpretación y Traducción al 131-450. Por favor no cuelgue, su llamado será atendido. (Al costo de una llamada local).

Tigrigna / ተግርግር

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Turkish/Türkçe

Eğer bu broşürü anlamakta güçlükçekiyorsanız Çeviri ve Tercümanlık bürosunu 131-450 numaradan arayınız. Telefonu kapatmayınız, size yanıt verilecektir (sadece şehiriçi telefon ücreti karşılığı).

Ukrainian/Українська

Якщо Ви маєте труднощі з розумінням цієї брошури, будь ласка, потелефонуйте до Служби перекладів по номеру 131 450. Не кладіть трубку. Вам буде дано відповідь (вартістю лише місцевого виклику).

Vietnamese/Việt Ngữ

Nếu quý vị gặp khó khăn trong việc hiểu tài liệu này, xin hãy gọi điện thoại cho Dịch Vụ Thông Phiên Dịch (*Translating and Interpreting Service*) qua số 131-450. Xin quý vị đừng gác ống nghe, cú gọi của quý vị sẽ được trả lời (Phí tổn điện thoại chỉ bằng một cú gọi trong địa phương mà thôi).

Consumer and Business Services

FOR MORE DETAILED INFORMATION AND ADVICE ABOUT TENANCY MATTERS, CONTACT -

TENANCIES BRANCH
Level 1 Chesser House
91-97 Grenfell Street
ADELAIDE SA 5000
(GPO Box 965, ADELAIDE SA 5001)

TELEPHONE: 131 882
FACSIMILE: 8204 9570

www.sa.gov.au/tenancy/renters

REGIONAL OFFICES

30 Kay Avenue, BERRI

11 Helen Street, MT GAMBIER

9 Mackay Street, PORT AUGUSTA

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BOND LODGEMENT FACILITIES AVAILABLE AT SERVICE SA OFFICES LOCATED AT:

- Berri
- Gawler
- Kadina
- Mount Gambier
- Murray Bridge
- Naracoorte
- Port Augusta
- Port Lincoln
- Port Pirie
- Whyalla

Please note, only cash, cheque or money orders can be taken at these offices.

The **Tribunal Registry** of the Residential Tenancies Tribunal is located at:

Level 4, 100 Pirie Street, Adelaide
Telephone: 131 882
Facsimile: 8226 8985

The Registry receives and deals with all applications made to the Tribunal. Hearings are also conducted in rooms located at the above address.