

# Residential Rental Agreement

## no more than 5 years

**Residential Tenancies Act 1997 (Section 26(1))**

**Residential Tenancies Regulations 2021 Regulation 10(1)**

- This is your residential rental agreement. It is a binding contract under the **Residential Tenancies Act 1997** (the Act).
- Parts A, B, C and E are the terms of your agreement. Part D is a summary of your rights and obligations.
- Do not sign this agreement if there is anything in it that you do not understand.
- Please refer to [Renters Guide](#) for details about your rights and responsibility.
- For further information, visit the renting section of the Consumer Affairs Victoria (CAV) website at [www.consumer.vic.gov.au/renting](http://www.consumer.vic.gov.au/renting) or call 1300 558 181.

### PART A – BASIC TERMS

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

#### 1. Date of agreement

This is the date the agreement is signed: \_\_\_\_\_

If the agreement is signed by the parties on different days, the date of the agreement is the date the last person signs the agreement.

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

Address of premises

Street: \_\_\_\_\_

Suburb: \_\_\_\_\_ State: \_\_\_\_\_ Postcode: \_\_\_\_\_

#### 3. Rental provider's details

Full name or Company name: \_\_\_\_\_

ABN/ACN (if applicable): \_\_\_\_\_

(Please fill out details below where no agent is acting for the rental provider)

Address: 339 Swanston st \_\_\_\_\_

Melbourne \_\_\_\_\_ State: VIC \_\_\_\_\_ Postcode: 3000

Phone number: \*\*\*\*\* \_\_\_\_\_ Email: onraleigh@unilodge.com.au

Full name or Company name: \_\_\_\_\_

ABN/ACN (if applicable): \_\_\_\_\_

(Please fill out details below where no agent is acting for the rental provider)

Address: \_\_\_\_\_

State: \_\_\_\_\_ Postcode: \_\_\_\_\_

Phone number: \_\_\_\_\_ Email: \_\_\_\_\_

#### Rental provider's agent's details

Full name: College House Management Pty Ltd \_\_\_\_\_

Trading name: Student Living On Raleigh \_\_\_\_\_

Address: c/- 339 Swanston Street \_\_\_\_\_

Melbourne \_\_\_\_\_ State: VIC \_\_\_\_\_ Postcode: 3000

Phone number: (03) 9224 7888 \_\_\_\_\_ ABN/ACN (if applicable): 62 103 676 857

Email address: onraleigh@unilodge.com.au

**Note:** The rental provider must notify the renter within 7 days if any of this information changes.

#### 4. Renter details

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

Full name of **renter 1**: \_\_\_\_\_

Current address: \_\_\_\_\_

State: \_\_\_\_\_ Postcode: \_\_\_\_\_

Phone number: \_\_\_\_\_ ABN/ACN: \_\_\_\_\_ Email: \_\_\_\_\_

Full name of **renter 2**: \_\_\_\_\_

Current address: \_\_\_\_\_

State: \_\_\_\_\_ Postcode: \_\_\_\_\_

Phone number: \_\_\_\_\_ Email: \_\_\_\_\_

Full name of **renter 3**: \_\_\_\_\_

Current address: \_\_\_\_\_

State: \_\_\_\_\_ Postcode: \_\_\_\_\_

Phone number: \_\_\_\_\_ Email: \_\_\_\_\_

Full name of **renter 4**: \_\_\_\_\_

Current address: \_\_\_\_\_

State: \_\_\_\_\_ Postcode: \_\_\_\_\_

Phone number: \_\_\_\_\_ Email: \_\_\_\_\_

**Note:** If there are more than four renters, include details on an extra page.

#### 5. Length of the agreement

Fixed term agreement

Start date: \_\_\_\_\_

(this is the date the agreement starts and you may move in)

End date: \_\_\_\_\_

Periodic agreement (monthly)

Start date: \_\_\_\_\_

**Note:** A periodic (e.g. month by month) rental agreement will be formed at the end of the fixed term agreement if the renter and rental provider do not sign a new fixed term agreement and the renter stays in the property.

#### 6. Rent

Rent amount (\$) (payable in advance) \_\_\_\_\_ \*this does not include ancillary. Refer to page 11. Item 21.9.

To be paid per  week  fortnight  calendar month

Day rent is to be paid \_\_\_\_\_ Day of Each Month

(e.g. each Thursday or the 11th of each month)

Date first rent payment due: \_\_\_\_\_

#### 7. Bond

- The renter has been asked to pay the bond specified below.
- The maximum bond is 1 months' rent (unless the rent is more than \$900 per week). In some cases, the rental provider may ask the Victorian Civil and Administrative Tribunal (VCAT) to increase this limit.
- The rental provider or their agent must lodge the bond with the Residential Tenancies Bond Authority (RTBA) 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 of paying the bond, they can email the RTBA at [rtba@justice.vic.gov.au](mailto:rtba@justice.vic.gov.au), or call the RTBA at 1300 13 71 64.

Bond amount (\$): \_\_\_\_\_


Date bond payment due: \_\_\_\_\_

**PART B – STANDARD TERMS**

**8. Rental provider's preferred methods of rent payment**

- The rental provider must permit a fee-free method (other than the renter's own bank fees) payment and must allow the renter to use Centrepay or another form of electronic funds transfer.
- The renter is entitled to receive a receipt from the rental provider confirming payment of rent.

(Rental provider to tick available methods of rent payment)

direct debit     bank deposit     cash     cheque or money order     

other electronic form of payment, including Centrepay Console Pay - direct debit

Payment details (if applicable): \_\_\_\_\_

BSB no. \_\_\_\_\_ Account no. \_\_\_\_\_  
 Account name \_\_\_\_\_  
 Payment reference \_\_\_\_\_

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

- Electronic service of documents must be in accordance with the requirements of the **Electronic Transactions (Victoria) Act 2000**.
- Just because someone responds to an email or other electronic communications does not mean they have consented to the service of notices and other documents by electronic methods.
- The renter and rental provider must notify the other party in writing if they no longer wish to receive notices or other documents by electronic methods.
- The renter and rental provider must immediately notify the other party in writing if their contact details change.

**9.1 Does the rental provider agree to the service of notices and other documents by electronic methods, such as email?**

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

(Rental provider to tick as appropriate)

**Rental provider 1:**  Yes - insert email address, mobile phone number or other electronic contact details onraleigh@unilodge.com.au  
 No

**Rental provider 2:**  Yes - insert email address, mobile phone number or other electronic contact details \_\_\_\_\_  
 No

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

(Renter to tick as appropriate)

**Renter 1:**  Yes - insert email address, mobile phone number or other electronic contact details \_\_\_\_\_  
 No

**Renter 2:**  Yes - insert email address, mobile phone number or other electronic contact details \_\_\_\_\_  
 No

**Renter 3:**  Yes - insert email address, mobile phone number or other electronic contact details \_\_\_\_\_  
 No

**Renter 4:**  Yes - insert email address, mobile phone number or other electronic contact details \_\_\_\_\_  
 No

**Note:** If there are more than four renters, include details on an extra page.

## 10. Urgent repairs

- The rental provider must ensure that the rental property is provided and maintained in good repair.
- If there is a need for an urgent repair, the renter should notify the rental provider in writing.
- For further information on seeking repairs, see **Part D** below.

Details of person the renter should contact for an urgent repair (rental provider to insert details).

Emergency contact name	<u>The On Raleigh Team</u>
Emergency contact phone number	<u>0413 720 394</u>
Emergency contact email address	<u>onraleigh@unilodge.com.au</u>

## 11. Professional cleaning

The rental provider must not require the renter to arrange professional cleaning or cleaning to a professional standard at the end of the tenancy, unless:

- professional cleaning or cleaning to a professional standard was carried out to the rented premises immediately before the start of the tenancy and the renter was advised that professional cleaning or cleaning to a professional standard had been carried out to those premises immediately before the start of the tenancy; or
- professional cleaning or cleaning to a professional standard is required to restore the rented premises to the same condition they were in immediately before the start of the tenancy, having regard to the condition report and taking into account fair wear and tear.

The renter must have all or part of the rented premises professionally cleaned, or pay the cost of having all or part of the rented premises professional cleaned, if professional cleaning becomes required to restore the premises to the condition they were in immediately before the start of the tenancy, having regard to the condition report and taking into account fair wear and tear.

## 12. Owners corporation (formerly body corporate)

Do owners corporation rules apply to the premises? (Rental provider to tick as appropriate)

no       yes      If yes, the rental provider must attach a copy of the rules to this agreement.

## 13. Condition report

The renter must be given two copies of the condition report (or one emailed copy) on or before the date the renter moves into the rented premises.

(Rental provider to tick as appropriate)

- The condition report has been provided.
- The condition report will be provided to the renter on or before the date the agreement starts.

## PART C – SAFETY-RELATED ACTIVITIES

### 14. Electrical safety activities

- The rental provider must ensure an electrical safety check is conducted every two years by a licensed or registered electrician of all electrical installations, appliances and fittings provided by a rental provider in the rented premises, and must provide the renter with the date of the most recent safety check, in writing, on request of the renter.
- If an electrical safety check of the rented premises has not been conducted within the last two 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 contains any appliances, fixtures or fittings which use or supply gas.

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

**16. [Clause revoked by law]**

**17. Swimming pool barrier safety activities**

These safety-related activities only apply if the rented premises contains a swimming pool.

- (a) The rental provider must ensure that the swimming pool barrier is maintained in good repair.
- (b) The renter must give written notice to the rental provider as soon as practicable after becoming aware that the swimming pool barrier is not in working order.
- (c) The rental provider must arrange for a swimming pool barrier to be immediately repaired or replaced as an urgent repair if they are notified by the renter that it is not in working order.
- (d) The rental provider must provide the renter with a copy of the most recent certificate of swimming pool barrier compliance issued under the **Building Act 1993** on the request of the renter.

**18. Relocatable swimming pool safety activities**

These safety-related activities only apply if a relocatable swimming pool is erected, or is intended to be erected, at the rented premises.

- (a) The renter must not erect a relocatable swimming pool without giving written notice to the rental provider before erecting the pool.
- (b) The renter must obtain any necessary approvals before erecting a relocatable swimming pool.

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

This safety-related activity only applies to swimming pools or spas that hold water deeper than 300 mm.

**19. 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.

- (a) 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 rental provider must ensure the water tank and any connected infrastructure is maintained in good repair as required.
- (b) The water tank must be full and clean at the commencement of the agreement.

## PART D – RIGHTS AND OBLIGATIONS

This is a summary of selected rights and obligations of renters and rental providers under the **Residential Tenancies Act 1997** (the Act). Any reference to VCAT refers to the Victorian Civil and Administrative Tribunal.

For more information, visit [www.consumer.vic.gov.au/renting](http://www.consumer.vic.gov.au/renting).

### Use of the premises

The renter:

- is entitled to quiet enjoyment of the premises. The rental provider may 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.

### 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 safety devices on the premises.

### Modifications

The renter:

- may make some modifications without seeking 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.
- may 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, unless the parties agree they do not need to be removed.

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 at [www.consumer.vic.gov.au/renting](http://www.consumer.vic.gov.au/renting).

### Locks

- The rental provider must ensure the premises:
  - has locks to secure all windows capable of having a lock; and
  - has deadlocks (a deadlock is a deadlatch with at least one cylinder) for external doors that are able to be secured with a functioning deadlock; and
  - meets the rental minimum standards for locks and window locks.
- External doors which are not able to be secured with a functioning deadlock must at least be fitted with a locking device that:
  - is operated by a key from the outside; and
  - may be unlocked from the inside with or without a key.
- The renter must obtain consent from the rental provider to change a lock in the master key system.
- 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:
  - a family violence intervention order; or
  - a family violence safety notice; or
  - a recognised non-local DVO; or
  - a personal safety intervention order.

### Repairs

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

#### Urgent Repairs

Section 3(1) 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 [www.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, cooking, heating or laundering supplied by the rental provider.

The rental provider must carry out urgent repairs after being notified.

A renter may arrange for urgent repairs to be done if they have taken reasonable steps to arrange for the rental provider to immediately do the repairs and the rental 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 \$2500.

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

- the renter cannot meet the cost of the repairs; or
- the cost of repairs is more than \$2500; or
- the rental provider refuses to pay the cost of repairs if it is carried out by the renter.

#### Non-urgent repairs

- The renter must notify the rental provider, in writing, as soon as practicable of:
  - damage to the premises.
  - a 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 may 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** of receiving notice of the need for repair.

#### 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 may give the renter notice to vacate if the renter assigns or sub-lets the premises without consent.

The rental provider:

- cannot unreasonably withhold consent to assign or sub-let the premises.
- must not demand or receive a fee or payment for consent, other than any reasonable expenses incurred by the assignment.

#### Rent

- The rental provider must give the renter at least 90 days' written notice of a proposed rent increase.
- Rent cannot be increased more than once every 12 months.
- If the rental provider or agent does not provide a receipt for rent, the renter may request a receipt.
- The rental provider must not increase the rent under a fixed term agreement unless the agreement provides for an increase.

## PART E - ADDITIONAL TERMS

### 21. Further Details (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, which will have no effect. Contact Consumer Affairs Victoria on 1300 55 81 81 for further information or visit [unfair contract terms](#) at the Consumer Affairs Victoria website.

**Note:** If you need extra space, attach a separate sheet. Both the rental provider and renter should sign and date all attachments.

#### Access and entry

- The rental provider may enter the premises:
  - at any time, if the renter has agreed within the last 7 days.
  - to do an inspection, but not more than once every 6 months.
  - to comply with the rental provider's duties under the Act.
  - to show the premises or conduct an open inspection to sell, rent or value the premises.
  - to take images or video for advertising a property that is for sale or rent.
  - 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.
- The renter is entitled to a set amount of compensation for each sales inspection.

#### 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.

#### Smoke Alarms

- The rental provider must ensure that any smoke alarm installed in the rented premises is:
  - correctly installed and in working condition; and
  - fitted with batteries or replacement batteries; and
  - tested at least once every 12 months in accordance with any instructions by the manufacturer of the smoke alarm.
- If a smoke alarm installed in the rented premises does not meet the requirements set out above, the renter may issue a request to the rental provider for urgent repairs to the smoke alarm in accordance with section 72AA of the Act.
- On receiving notice from the renter under the clause above, the rental provider or the provider's agent must immediately arrange for the repairs to be carried out.
- Any testing, repair or replacement of a smoke alarm that is powered by a mains electricity supply must be undertaken by a suitably qualified person.

**21.1 Residential Tenancies Act 1997**

- (a) All provisions of this agreement are subject to the *Residential Tenancies Act 1997* (Victoria) ('Act').
- (b) If there is any inconsistency between a provision of this agreement and the Act, unless the Act permits otherwise, the Act will prevail.

**21.2 Renter's obligations**

The renter must not:

- (a) use the premises for any other use than its place of residence;
- (b) permit, cause or use the premises for any illegal or unauthorised purpose;
- (c) damage the premises or permit or allow any of its invitees to damage the premises (other than fair wear and tear) ;
- (d) make any modifications or alterations to the premises without the rental provider's written consent unless the modification or alterations are prescribed under the Act. The rental provider must comply with the Act in granting or refusing its consent.
- (e) use any of the rental provider's fixtures or fittings for any other use than the intended use;
- (f) cause or permit any interference, nuisance or an invasion of peace or privacy to any neighbouring premises;
- (g) park any vehicles, motorcycles, bicycles or scooters inside the premises and only park such vehicles in an area allocated specifically for the renter for such use or as agreed to by the rental provider;
- (h) use any machinery or equipment owned by the rental provider and left on the premises other than in accordance with the rental provider's or manufacturer's instructions;
- (i) permit any other person than the persons agreed by the rental provider to remain on the premises for more than 14 days;
- (j) smoke or permit any invitee to smoke within the premises;
- (k) without the consent of the rental provider:
  - (i) affix any satellite dishes, television cables or antennas to the premises;
  - (ii) install any air-conditioning units on the premises; or
  - (iii) alter, replace or remove any locks and security devices to the premises other than on the letterbox, and the rental provider must comply with the Act in granting or refusing its consent and it may provide as a condition of consent and that the renter returns the premises to its original condition at the end of the tenancy or that any modification be completed by a suitably qualified person or that the renter pay an additional amount of bond.

**21.3 Maintenance and repairs**

- (a) The renter must:
  - (i) keep the premises in good condition and repair (subject to reasonable wear and tear);
  - (ii) replace at its own cost all blown or damaged light bulbs, LED lights and fluorescent tubes throughout the tenancy and ensure that all lighting is in a working condition at the end of the tenancy;
  - (iii) make good any damage to the premises caused by the renter or its invitees (other than fair wear and tear);
  - (iv) keep the premises clear of any rubbish;
  - (v) dispose of rubbish in accordance with council rules/guidelines and use the appropriate bins provided by or recommended by council;
  - (vi) regularly maintain the gardens (including but not limited to mowing lawns, removing weeds and watering plants, shrubs, trees and flowers) to the same standard as at the commencement of this agreement; and
  - (vii) not do anything which may damage or block any drains (including but not limited to gutters, downpipes and stormwater drains); and
  - (viii) keep the tenancy clean and free from mould, fungi and damp caused by the renter's use of the tenancy.

**21.4 Owners Corporation**

- (a) If the *Owners Corporation Act 2006* (Victoria) applies to this agreement the rental provider must give the renter a copy of the rules of the owners corporation at the commencement of the tenancy.
- (b) The renter must comply with the rules of the owners corporation at all times during the tenancy.

**21.5 End of occupancy**

At the expiration or earlier determination of this agreement, the renter must:

- (a) deliver vacant possession of the premises to the rental provider;
- (b) deliver to the rental provider or its agent all keys and security devices;
- (c) leave the premises in the same conditions (fair wear and tear excepted) as set out in the condition report; and
- (d) remove all of the renter's premises and belongings (including fixtures and modifications where required) from the premises and rectify any damage (at the renter's cost) caused by such removal.

**21.6 Insurance**

- (a) In relation to insurance policies taken out by the rental provider in respect of the Premises, the renter must not do any act or omission which would make an insurance policy invalid.
- (b) The renter acknowledges that it will be responsible to insure its contents (at its own cost).

**21.7 Privacy**

- (a) As part of the rental provider leasing the premises to the renter, the renter will be required to give the rental provider or its agent Personal Information (as defined in the *Privacy Act 1988* (Cth)).
- (b) Subject to the *Privacy Act 1988* (Cth), the renter consents to providing such information and permits the rental provider and/or its agent to:
  - (i) disclose the information to third parties for the purpose of marketing and sales campaigns, for any purpose stated in the privacy statement given to the renter (or the privacy policy of the rental provider's agent), and for any matters, issues or disputes related to this agreement or rental;
  - (ii) to keep on its database for future marketing and sales campaigns or similar (including where the rental provider is not marketing or selling a property).
- (c) If the rental provider or its agent is required to maintain a privacy policy in accordance with the *Privacy Act 1988* (Cth), upon request from the renter, the rental provider or its agent must provide the renter with a copy of its privacy policy.

**21.8 Counterparts and Execution**

- (a) This agreement (identical in form and context) may be executed in any number of counterparts. All counterparts together will be taken to constitute one instrument of the relevant document.
- (b) A copy of an original executed counterpart sent by facsimile machine, email or link emailed:
  - (i) will be treated as an original counterpart;
  - (ii) is sufficient evidence of the execution of the original; and
  - (iii) may be produced in evidence for all purposes in place of the original.
- (c) The person signing this agreement warrants that they have full authority to sign on behalf of the party they represent and has the authority to bind that party.
- (d) Each party consents to this agreement being signed by any other party in accordance with an electronic communication method and being given or produced by electronic communication, including by link emailed to a party to download an electronic copy.
- (e) Without limiting **clause 21.8(d)**, the parties acknowledge and agree that electronic signatures will constitute a signature and have the same quality of integrity as a written signature including if the signature is:
  - (i) computer generated;
  - (ii) by computer pen;
  - (iii) by a typed mark or name; or
  - (iv) physically signed on paper and scanned electronically.
- (f) The parties to this agreement agree that, despite any other clause of this agreement and despite custom, practice or code otherwise followed in respect of similar documents to this agreement, if executed electronically this agreement:
  - (i) is made on its execution by all parties to it (including electronic signature);
  - (ii) need not be executed and exchanged in counterparts; and
  - (iii) constitutes an original document in an electronic format.

- (g) Where either party applies an electronic signature to this Agreement or any other document attached or annexed to such:
  - (i) that party confirms that the method of identifying the person, their intention to be bound and method of signing is reliable and conclusive evidence of that party's intention to be legally bound by that document;
  - (ii) each party is able to rely on the electronic signature as if that party had signed the relevant document by manuscript signature in accordance with all legal requirements; and
  - (iii) each party consents to the conduct of an electronic transaction and the method of electronic signature used by the other party
- (h) Each party agrees that it will not contest the validity or enforceability of this Agreement, a contract or document because it was signed or transmitted electronically. Each party will not dispute the admissibility or authenticity of this Agreement, a contract or document on the grounds that it is not an original or that any signature was not manually affixed.

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## 21.9 Additional Terms

**Rent and Ancillary Charges Payable**

The Renter acknowledges they are responsible for paying monthly in advance, the total RENT listed in point 6 of the agreement PLUS the total of the ancillary charges of \$117 per month. The Agent reserves the right to withdraw the ancillary services at any time at the Agent's discretion or where the Renter fails to meet their obligations and pay for the services in advance.

**Ancillary Services & Charges - Internet**

The Renter acknowledges where supplied and paid for as part of the ancillary services, they will be given access to an internet service for the duration of their tenancy. The Agent will provide the Renter login details at the start of the lease.

**Ancillary Services & Charges - Contents Insurance**

The Renter acknowledges where contents insurance is paid for and supplied as part of the ancillary services they have read and understood the product disclosure statement relevant to the provision of this service available here. The Renter acknowledges it is their responsibility to ensure the insurance coverage is adequate for their needs.

**Ancillary Services and Charges - Residential Life Program (RLP)**

Where supplied and paid for as part of ancillary services the Renter is responsible for payment of any RLP fees in relation to joining the program and associated fees in relation to any events.

The Renter acknowledges a key aspect of the RLP is social responsibility and helping others in the community.

The Renter acknowledges that at times the Agent will arrange events that support not-for-profit organisations and a contribution may be made to these organisations from the RLP funds.

The Renter acknowledges, where registration and payment to an event is required, should they not attend, they will forfeit their payment in line with the terms and conditions of the RLP.

The Renter acknowledges that photos are taken at RLP events and these images are used in marketing and social media campaigns. Should the Renter not wish for their image to be used, the Renter will put this request in writing to the Agent.

The Renter acknowledges that in consideration for receiving permission to participate in any RLP event, the Renter releases, waives, discharges and covenants not to sue the Agent, their officers, agents, servants or employees (hereinafter referred to as releases) from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage or injury, including death, that may be sustained by the Renter, or any of the property belonging to the Renter, whether caused by the negligence of the releases or otherwise, while participating in such activity or while in, on or upon the premises where the activity is being conducted.

The Renter acknowledges they are fully aware of the possible risks involved and hazards connected with this activity, including but not limited to travel risks. The Renter hereby elects to voluntarily participate in any activity with full knowledge that said activity may be hazardous to them and their property.

The Renter voluntarily assumes full responsibility for any risks of loss, property damage or personal injury including death, that may be sustained by me or any loss or damage of property owned by me as a result of being engaged in such activity, whether caused by the negligence of the releases or otherwise.

**22. Signatures**

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

Before signing you must read **Part D–Rights and Obligations** in this form.

**Rental provider**

Signature of rental provider 1 (or managing agent)

Signature of rental provider 2 (or managing agent)

Dated \_\_\_\_\_

Dated \_\_\_\_\_

**Renter**

All renters listed must sign this residential rental agreement.

Signature of renter 1

Signature of renter 2

Dated \_\_\_\_\_

Dated \_\_\_\_\_

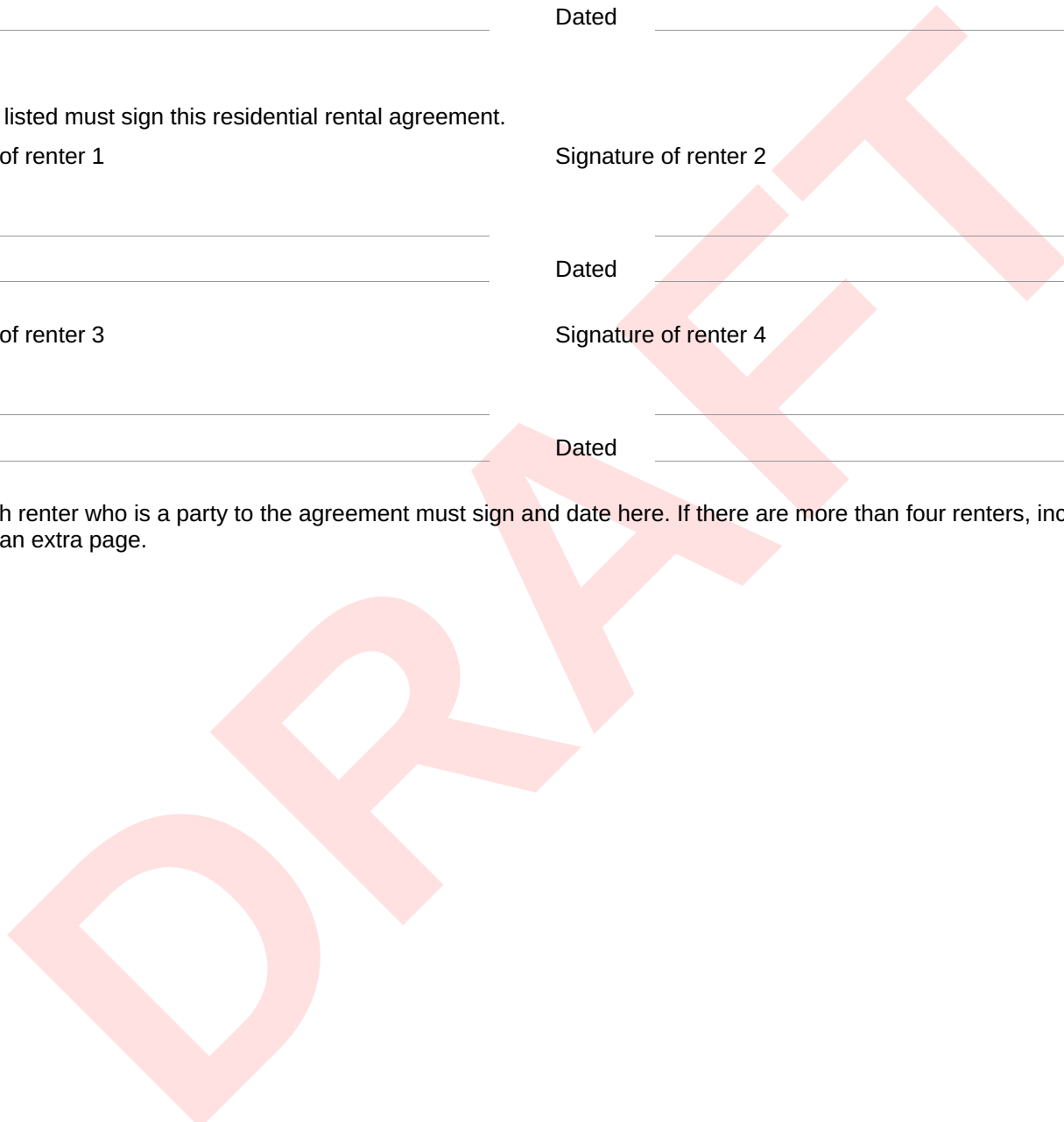
Signature of renter 3

Signature of renter 4

Dated \_\_\_\_\_

Dated \_\_\_\_\_

**Note:** Each renter who is a party to the agreement must sign and date here. If there are more than four renters, include details on an extra page.



**Annexure**

**Student Status**

The Renter acknowledges they are required to be a student enrolled in a recognised educational institution in order to enter into a lease agreement for the premises. The Renter acknowledges they must maintain their enrolment and provide proof of enrolment at the request of the Agent. The Renter acknowledges, should they no longer be enrolled as a student, they will be required to vacate the property within three ( 3 ) months of cessation of enrolment. The Renter acknowledges should they be in a fixed term agreement at the time of vacating, they will be required to pay all early termination fees.

**No Representations**

The Renter acknowledges that no promise, representation, warranty or undertaking has been given by the Rental Provider or the Agent in relation to the suitability of the Premises for the purposes of the Renter otherwise than as provided in this Agreement. The Renter, where applicable, has waived their rights to inspect the premises prior to signing this agreement. Without limiting Item 21 of Part D of this Agreement, the Rental Provider must ensure that the Premises comply with the rental minimum standards (as set out in Schedule 4 of the Residential Tenancies Regulations 2021), and further that the Premises are vacant and reasonably clean when the Renter moves in.

**Availability of Premises**

The Agent will use its best endeavours so that the Premises are available on the Commencement Date.

**Payment of Services**

The Renter shall pay all charges in respect of the consumption of water, electricity, gas, oil, national broadband network ("NBN") and telephone where the Premises are separately metered for these services as stipulated in the Act. The Agent will confirm if these are applicable. It is the Renter's responsibility to turn the main switch off to allow the power to be connected as required by the electricity provider. No claim shall be made against the Rental Provider or the Agent should the power not be connected at the commencement of this Agreement. The Renter acknowledges that all arrangements for connection of a telephone line or national broadband network ("NBN") connection to the Premises shall be at the cost of the Rental Provider.

**Lost Keys**

The Renter is responsible for the replacement of any lost key, building fob, auto remote control and the provision of any additional key and any locksmith's charge where any key is mislaid or lost. The Agent does not guarantee that it holds a spare set of keys to the Premises at its offices. Due to security concern, the renter will be responsible for rekeying the apartment door in the case of lost key (\$400.00 GST inc).

**Lockout**

In the event a Renter is locked out of the premises, The Agent is not legally obligated to provide a spare key for access. The Renter acknowledges they will be responsible for any locksmith's charges.

**No Invalidating Insurance**

The Renter shall not do or allow anything to be done which would invalidate any insurance policy on the Premises or increase the premium including (but not limited to) the storage of flammable liquids or the use of any kerosene or oil burning heater at the Premises. For the avoidance of doubt the Rental Provider is responsible for payment of insurance, and nothing in this clause requires the Renter to take out or pay for any insurance.

**Notify Blockages**

The Renter must as soon as practicable notify the Rental Provider or the Agent of any blockage or defect in any drain, water service or sanitary system. No item that could cause a blockage including (but not limited to) any feminine hygiene product, disposable nappy or excessive amounts of toilet paper may be flushed down the sewerage septic stormwater or drainage systems. The Renter must pay the Rental Provider all reasonable expenses that are incurred in rectifying any defect or blockage that may be caused by the Renter or a person that the Renter has allowed or permitted to be at the Premises. This obligation shall not extend to any defect or blockage caused by the Rental Provider or the Agent or their respective contractors.

**Indemnity**

The Renter agrees to keep the Premises in a clean, safe and tenantable condition throughout the tenancy and is responsible for any loss, damage, maintenance, repair or replacement arising from the Renters use, negligence, misuse, act or omission, including that of the Renters occupants, guests, invitees

Any maintenance, repair, cleaning, replacement or rectification required as a result of damage beyond fair wear and tear caused by the Renter will be carried out at the Renters expense. The Landlord or Agent may arrange such works where necessary, and the Renter must reimburse all reasonable associated costs within fourteen (14) days of written demand.

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**Annexure**

**Rubbish**

The Renter shall deposit all rubbish including any carton and newspaper in the building rubbish area. The Renter agrees to not place rubbish in common areas including but not limited to stairwells, common lounges and study rooms. The Renter acknowledges they may receive an infringement fine should this occur. The Renter agrees to remove rubbish and waste from their premises daily.

**Hanging Clothes**

The Renter shall not hang any clothes outside the Premises other than where provision for the hanging of clothes has been provided. The Renter must use any clothes drying facilities in the manner required by the Rental Provider or any owner's corporation.

**Washing Machines**

The Renter will not install a washing machine into their premises without the express written permission of the Residential Rental Provider.

**Replace Light Globes**

The Renter shall, at the Renter's expense, replace with a similar type style and feature/attribute any lighting tube, globe and down-light (including any starter or transformer) at the premises which become defective during the tenancy unless the defect is proven to be caused by faulty wiring or a defective fitting.

**Smoke Free Zone**

The Renter acknowledges that the Premises are a 'Smoke Free Zone' and the Renter will ensure that the Renter and any invitees do not smoke inside the Premises.

**Renter Notice**

If the Renter wishes to vacate the Premises at the expiration of this Agreement the Renter must give the Rental Provider written notice of the intention of the Renter to vacate at least 28 days prior to the expiration of this Agreement.

**Rental Provider Expenses**

If the Renter decides to vacate the Premises during the term of this Agreement for whatever reason, the Renter shall be responsible for reimbursing to the Rental Provider or Unilodge the following costs:

- A pro-rata letting fee;
  - Reasonable administration costs;
  - Marketing costs as incurred by the Agent;
  - National tenancy database checks on each applicant or as required;
  - The continued payment of rent until the first to occur of the premises being relet or the current term of this agreement expiring;
- If the Premises are relet at a lower Rental, the Renter must pay to the Rental Provider any difference or shortfall as required for the unexpired portion of the term of this agreement subject to legal requirements.

**Return Keys**

The Renter acknowledges that it is the responsibility of the Renter on the termination of this Agreement to deliver all keys, building access fobs and any auto remote controls for the Premises to the Agent during business hours and to continue paying Rental until such time as all keys and auto remote controls are delivered.

**Furnishings**

If the Premises are let fully furnished or semi-furnished the Renter acknowledges that any furniture, fittings and chattels included in the Premises are listed in an attachment to this Agreement or in the Condition Report and the Renter further acknowledges that all such items are in good condition as at the date of this Agreement unless specifically noted to the contrary. The Renter agrees to care for and maintain any items of furniture, fittings and chattels leased with the Premises during the tenancy and deliver them to the Rental Provider at the end of the tenancy in the same condition as at the Commencement Date (fair wear and tear excepted). The Renter must follow any care or manufacturer's instruction manuals provided to properly care for any such furniture fittings and chattels leased with the Premises. At the end of the tenancy, the Renter must replace with items of equivalent quality features functionality and condition any of the items of furniture fittings and chattels leased with the Premises which have been damaged destroyed or rendered inoperable/useful during the term of this Agreement (fair wear and tear excepted) at the Renters cost.

**Cooking Facilities**

The Renter agrees they will not cook anywhere in the property except where kitchen facilities are provided.

**Renter Absence**

The Renter acknowledges they will notify the Agent in writing if they intend to be absent from the premises for a period longer than 14 days.

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**Annexure**

**Bicycle Facilities**

The Renter acknowledges any bicycle will be stored in the bicycle storage area and not kept inside the premises. Any bicycles stored are done so at the Renters own risk.

**Charging of Electrical Devices**

The Renters agree to comply with all rules and regulations set by the Owners Corporation. Bicycles, scooters, or similar personal transport devices shall not be stored within the apartment premises. The charging of lithium-ion batteries within the apartment is strictly prohibited, except for mobile electronic devices such as laptops and mobile phones that comply with applicable Australian safety standards.

**Fire Alarm**

The Renter acknowledges that should they be deemed liable for incorrectly activating or triggering the fire alarm which results in a Fire Rescue Victoria (FRV) attendance, they will be liable for all costs associated with the FRV callout.

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# Renters Guide

[consumer.vic.gov.au](http://consumer.vic.gov.au)

CONSUMER  
AFFAIRS VICTORIA

The logo for Consumer Affairs Victoria, featuring a stylized triangle composed of three overlapping shapes in blue, green, and yellow.

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## **New changes to the rental laws**

New rules are making renting fairer and more secure for Victorians. **From 25 November 2025**, significant changes have come into place.

You'll have stronger rights and protections, greater security over your lease and finances and improved safety in your home.

Learn about the changes at [consumer.vic.gov.au/renting](https://consumer.vic.gov.au/renting)

# Introduction

Victoria has some of the strongest rental protections in Australia, but renting can still be complicated. With one in 3 Victorians now renting, understanding your rental rights has never been more important.

The *Renters Guide* explains the rules and your rights at every stage of renting in Victoria, from applying for a property to moving out.

Whether you're a first-time renter or have rented before, this guide provides you with the information you need to rent confidently.

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## Key terms

- **Rental provider:** landlord.
- **Renter:** tenant.
- **Agent:** real estate agent.
- **The Residential Tenancies Act 1997:** This sets out the laws, rights and responsibilities of renters and rental providers in Victoria.
- **RDRV:** Rental Dispute Resolution Victoria. A free dispute resolution service to help renters and rental providers resolve disputes.
- **VCAT:** Victorian Civil and Administrative Tribunal. This tribunal resolves legal disputes and cases in Victoria, including renting issues.

## Where to find more information

### Visit our website for detailed resources:

- General renting information (for renters, rental providers and agents): [consumer.vic.gov.au/renting](https://consumer.vic.gov.au/renting)
- Information in other languages: [consumer.vic.gov.au/languages](https://consumer.vic.gov.au/languages)
- Easy English resources: [consumer.vic.gov.au/easyenglish](https://consumer.vic.gov.au/easyenglish)

### Stay updated:

For the most current information, visit [consumer.vic.gov.au/renting](https://consumer.vic.gov.au/renting)

Follow Consumer Affairs Victoria on [Facebook](#) and [Instagram](#) for regular renting information and updates.

# Finding and applying for a rental property

## Before you apply

### Documents and information you may need to provide:

- Formal identification (such as a driver's licence)
- Employment details, such as a payslip
- Personal rental references, if requested.

The rental provider or agent **cannot** ask you for this information in your application:

- Whether you've taken legal action or had a dispute with a previous rental provider.
- Your bond history, including any claims you've made on your bond.
- Detailed bank statements with daily transactions (if you need to provide a statement, you can delete transactions you think should be kept private).

### Unlawful discrimination in renting

In Victoria, it's against the law to stop somebody from renting a property because of certain personal characteristics, including:

- age
- carer status, family responsibilities, parental status
- disability
- employment
- gender identity, lawful sexual activity, sexual orientation
- marital status
- physical features
- pregnancy, breastfeeding
- profession, trade or occupation (including being a sex worker)
- race (including colour, nationality, ethnicity and ethnic origin)
- religious belief or activity
- sex.

The rental provider must also provide you with a statement on discrimination as part of the application form so that you are aware of your rights.

If a rental provider asks about personal protected attributes outlined in the *Equal Opportunity Act 2010* (for example, ethnicity, gender identity, disability), they must provide you with a written reason for requesting this information.

**More information:** [consumer.vic.gov.au/unlawful-discrimination](https://consumer.vic.gov.au/unlawful-discrimination)

**Important to know:** Rental providers or agents can't charge a fee to show you a property to rent.

## Rules for advertised rental properties

### Legal requirements:

- Rental properties must be advertised at a fixed amount only. For example, \$475 per week.
- It's unlawful for rental providers or agents to:
  - advertise a property with a price range
  - ask for, invite or accept offers of, rent higher than the advertised price
  - ask for, invite or accept more than one month's rent in advance.

It's unlawful for rental providers or agents to advertise or offer premises to let unless they reasonably believe the premises meet the rental minimum standards.

### Seen a rental property that doesn't look quite right?

You can make an anonymous report to our renting taskforce using our [online form](#).

The Renting Taskforce investigates issues affecting the safety, security and wellbeing of renters, including:

- advertising or renting out a property that doesn't meet the [rental minimum standards](#)
- false advertising
- not lodging a bond with the Residential Tenancies Bond Authority or taking an excessive bond (bonds should generally be no higher than the amount of one month's rent)
- re-letting a property within 6 months after using a notice to vacate claiming the property was going to be sold, demolished or converted
- failure to provide a condition report
- rental bidding.

Rental providers and agents who break the law may be issued with a fine or warning or other enforcement action.

## Plan your budget and calculate rent payments

Our free rent calculator can help you:

- work out if a rental property fits your budget over time
- calculate the exact amount you owe if you move out part-way through a rent payment period
- plan your housing expenses more effectively.

**Use the calculator:** [consumer.vic.gov.au/rentcalculator](https://consumer.vic.gov.au/rentcalculator)

## Rental application checklist

This checklist includes the key steps when applying for a rental property.

- Read through and complete the rental application form.
- Include all people who will be living in the property.
- Include all details of your personal referees, if requested.
- Provide information about your current or most recent employment.
- Make sure you can pay the bond (usually the same amount as one month's rent) along with the first month's rent. Generally, these need to be paid before you move in.
- Sign your completed application form, include all required attachments and send these back to the agent or rental provider.

# Before you move into a rental property

## Communicating with your rental provider

You can agree to get information from your rental provider electronically. This includes:

- your rental agreement
- condition report
- information about your renting rights
- notices (such as a notice of an inspection).

You can also send notices and other information to your rental provider electronically, if they agree.

**More information:** [consumer.vic.gov.au/rentingrights](https://consumer.vic.gov.au/rentingrights)



## Rental minimum standards guide

There are **14 categories of minimum standards** for rental properties. They reflect the qualities most people expect in a rental property.

**Important to know:** It's your rental provider's responsibility to make sure the rental property meets the rental minimum standards at the time it's advertised or before making an offer to lease it to you.

### Minimum standards checklist

Inspect these items in your rental property to make sure it meets minimum standards. If it doesn't, you can ask your rental provider to make repairs or changes before signing the agreement or before you move in.

Bathroom

Mould and damp

Electrical safety

Structural soundness

Heating

Toilets

Kitchen

Ventilation

Laundry

Vermin-proof bins

Lighting

Window coverings

Locks

Windows

## Learn more about each of the minimum standards below.



For a complete list of the standards and possible exemptions, scan the QR code or visit: [consumer.vic.gov.au/rentalstandards](https://consumer.vic.gov.au/rentalstandards)



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### Bathrooms

A rental property's bathroom must have a washbasin and a shower or bath, and be connected to a reasonable supply of hot and cold water.

Showers must have a shower head with a 3-star water efficiency rating. If a 3-star shower head can't be installed, for example because of the property's age, then a shower head with a 1- or 2-star rating is acceptable.



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### Electrical safety

Rental properties must have modern switchboards, with circuit breakers and electrical safety switches installed. Electrical safety switches are known as residual current devices (RCD, RCCB or RCBO).

Rental providers are responsible for engaging an electrician to ensure their rental property complies with the electrical safety standard.



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### Heating

All rental properties must have a fixed heater (not portable) in good working order in the main living area.

For rental agreements entered into from 29 March 2023, this must be an energy efficient fixed heater in the main living area. If there's an existing fixed heater that isn't energy efficient, your rental provider must upgrade it.

An energy efficient fixed heater must be one of the following:

- a non-ducted air conditioner or heat pump with a 2-star or above energy rating
- a gas space heater with a 2-star or above energy rating
- a ducted heating or hydronic heating system with an outlet in the main living area
- a domestic solid fuel burning appliance, such as a fireplace or wood burning stove.



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## Kitchen

The property must have a kitchen with:

- a dedicated cooking and food preparation area
- a sink in good working order connected to a reasonable supply of hot and cold water
- a stovetop in good working order that has two or more burners
- if there's an oven, it needs to be in good working order.

These requirements don't apply if the property is listed on the [heritage register at Heritage Council Victoria](#) and has an approved exemption from the standard.



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## Laundry

If there's a laundry on the property, it must be connected to a reasonable supply of hot and cold water.



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## Lighting

Inside rooms, corridors and hallways must have access to light to make the areas functional. During the day, natural light can include light borrowed from an adjoining room. At night, you should have access to artificial light.

These requirements don't apply if the property is registered under the Heritage Act 2017 and has an approved exemption from the standard.



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## Locks

The property's external entry doors must have functioning deadlocks (a 'deadlock' is defined as a deadlatch with at least one cylinder) or be fitted with locks that can be unlocked with a key from the outside but can be unlocked without one from the inside.

The only cases where a deadlock doesn't have to be fitted to a door are when:

- a door cannot be secured with a deadlock - for example, because of its position
- it's a screen door in the same door frame as an external door
- a different type of lock or device is required under another Act or law
- the door isn't accessible because there is another type of security barrier. For example, a locked door to an apartment building, or a locked gate
- the property is registered under the Heritage Act 2017 and has an approved exemption from the standard.

**More information:** [consumer.vic.gov.au/locks-and-security](https://consumer.vic.gov.au/locks-and-security)



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## Mould and damp

All rooms must be free from mould and damp caused by or related to the building structure.



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## Structural soundness

The property must be structurally sound and weatherproof.



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## Toilets

The property's toilet must be in good working order and connected to either:

- pipes that carry the sewage to a treatment plant (a reticulated sewerage system)
- a wastewater treatment system permitted under the Code of Practice – onsite wastewater management at [EPA Victoria](#)
- any other system approved by the [local council](#).

The toilet must be in a separate room in the property, either by itself, or in an appropriate room like a bathroom or in a combined bathroom-laundry.



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## Ventilation

Rental properties must have adequate ventilation in all habitable rooms including the bathroom, shower, toilet and laundry.

The property must meet the appropriate ventilation requirements of the Building Code of Australia, which are different for different kinds of properties. You can search resources in the [Australian Building Codes Board resources library](#).



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## Vermin-proof bins

Rental providers must supply a rubbish bin and a recycling bin for you to use.

The bins can be provided by the local council or purchased elsewhere, as long as they are vermin (for example, rats and mice) proof and meet council collection standards.



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## Window coverings

Windows in rooms likely to be used as bedrooms or living areas must be fitted with curtains or blinds that can be closed, block light and provide privacy.

Make them safer by installing a curtain and blind safety kit.

You can [order a free kit from us](#) or buy one from a hardware store.



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## Windows

All external windows in the rented premises which are capable of opening must have a functioning latch to secure the windows against external entry.

Openable windows must also be able to be left in the open or closed position.

## Condition report

A condition report is a record of a property's condition at the start of a rental agreement.

- Your rental provider or agent must provide one to you. They must fill in their part of the report, sign it and give you 2 copies before you move in.
- It's important that you thoroughly inspect the property and add your own notes about its condition. Include details about anything that is unclean, damaged or not working. Take photos of pre-existing damage to support your notes.
- Give one copy of the completed, signed report to your rental provider or agent within 5 business days of moving in.

**Important to know:** Keep your copy of the condition report. You might need it if there's a dispute about who should pay for cleaning, damage or replacement of missing items.

## Bond

- Depending on how much rent you pay, your rental provider or agent can ask that you pay a bond.
- The maximum bond is the amount of one month's rent (unless the rent is more than \$900 per week).
- In some cases, the rental provider may ask the Victorian Civil and Administrative Tribunal (VCAT) to increase this limit.

### Lodging the bond

- If you pay a bond, it must be lodged with the Residential Tenancies Bond Authority (RTBA) within 10 business days of the rental provider or agent receiving the bond.
- The RTBA will then send you a receipt with the bond number. The bond money is held in trust until the bond is claimed.
- Keep your bond number somewhere safe.
- If you don't receive a receipt within 15 business days of making payment, you can contact the RTBA.

**More information:** [consumer.vic.gov.au/lodgingbond](https://consumer.vic.gov.au/lodgingbond)

# Before you move into a rental property checklist

This checklist includes the key steps when preparing to move into a rental property.

- Check that the rental property meets the renting minimum standards. If it doesn't, you can ask your rental provider to make repairs or changes before signing the agreement or before you move in.
- Complete a condition report. Give one copy of the completed, signed report to your rental provider or agent within 5 business days of moving in. Keep your copy of the report.
- Pay a bond, if required. The RTBA will then send you a receipt with the bond number.

# After you move into a rental property

## Rent

Your rental agreement must state the rent amount, when it must be paid and the preferred payment method.

### Rent in advance

- If the rent is payable weekly, the most you can be asked to pay in advance is 2 weeks' rent.
- If the weekly rent is \$900 or less, and the rent is payable monthly, the most you can be asked to pay in advance is one month's rent. Rental providers can't accept more than one month's rent paid in advance even if you offer.
- If the weekly rent is above \$900, the rental provider is allowed to invite you to pay more than one month's rent in advance.

### Ways to pay

There are many ways rent can be paid.

Your rental provider must provide an option with no extra fees, apart from your usual bank fees.

They can include their preferred payment method in the rental agreement. If this would result in you having to pay extra fees, you don't need to agree to paying your rent this way. You can insist on methods without extra fees (for example, electronic funds transfer or direct debit).

**Important to know:** It's against the law for rental providers, or anyone else including a third party, to charge for the first issue of a rent payment card or for establishing or using direct debit facilities for rent payments.

### Centrepay

Centrepay must be accepted if you receive Centrelink payments and want to pay your rent this way.

## Rent receipts

You're entitled to a receipt each time you pay rent.

- If you pay your rent in person, you must be given a receipt immediately.
- If you pay in another way, such as direct debit, and you ask for a receipt, it must be given to you within 5 business days.
- You can ask for a record of your rent payments within 12 months, even if you didn't ask for a receipt when you paid. You must be given a copy of the record within 5 business days of your request.

**Important to know:** It's against the law to refuse to issue rent receipts.

## Rent increases

- Your rental provider can't increase your rent more than once in any:
  - 6-month period, for agreements that started before 19 June 2019
  - 12-month period, for agreements starting on or after 19 June 2019.
- If you're on a fixed-term rental agreement, your rental provider can't raise your rent before it ends – unless your rental agreement allows it.

**More information:** [consumer.vic.gov.au/rentincreases](https://consumer.vic.gov.au/rentincreases)

### What must be included in a Notice of rent increase

Your rental provider must use the Notice of rent increase form to tell you about rent increases at least 90 days before they are going to put the rent up.

#### The rental provider must tell you:

- how much the rent will increase
- how they calculated the rent increase. If the rent is increased during a fixed term rental agreement, the rental agreement must indicate how the rent would be increased (consumer price index, rent index, percentage, or fixed dollar amount)
- what you can do if you think the increase is too high.

**Important to know:** If your rental provider doesn't use the right form or doesn't give proper notice, the notice isn't valid.

## Challenging a rent increase

You can ask Consumer Affairs Victoria to investigate if you believe the increased rent is too high. Find our contact details on page 36.

This is a free service called a 'rent assessment' or a 'rent increase investigation'. We'll compare the increased rent to the rent for similar properties.

You must contact us within 30 days of receiving a rent increase notice.

Use the [Request for rental assessment form](#) to ask us for a rent assessment.

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### Request for rental assessment

Request for rental assessment    Your details    Rental provider/agent details    Pre-Rental Assessment Questionnaire    Review

#### Request for rental assessment

All questions must be answered, unless marked 'optional'.

Please select one of the following options

- I have received a notice of rent increase
- My rental provider has reduced or removed services, facilities or other items that I was previously getting as part of the rental agreement, but they haven't reduced my rent
- Other

**Next**

To: Your details

Preview of the Request for rental assessment form.

If you and the rental provider can't agree on a new rent amount after we give you our rent assessment report, you can ask VCAT to set a maximum rent for up to 12 months. You have 30 days to apply to RDRV or VCAT.

**More information:** [consumer.vic.gov.au/challenge-rent-increase](https://consumer.vic.gov.au/challenge-rent-increase)

## Problems with the property

Your rental provider must make sure the property is in good condition and fit to live in. It doesn't matter how much rent you are paying or how old the property is.

If there's a problem with the property, you can ask your rental provider to fix it. If they don't, contact Consumer Affairs Victoria for information and advice.

## Repairs

Repairs are either '**urgent**' or '**non-urgent**'. Rental providers must make urgent repairs immediately. Rental providers must make non-urgent repairs within 14 days of getting a written request.

### Urgent repairs

Anything on this list is legally defined as an urgent repair:

- burst water service
- blocked or broken toilet system
- serious roof leak
- gas leak
- dangerous electrical fault
- flooding or serious flood damage
- serious storm or fire damage
- an essential service or appliance for hot water, water, cooking, heating, or laundering isn't working
- the gas, electricity or water supply isn't working
- a cooling appliance or service provided by the rental provider isn't working
- the property doesn't meet **minimum standards**
- a safety-related device, such as a smoke alarm or pool fence, isn't working
- an appliance, fitting or fixture that isn't working and causes a lot of water to be wasted
- any fault or damage in the property that makes it unsafe or insecure, including **pests, mould or damp** caused by or related to the building structure
- a serious problem with a lift or staircase.

**More information:** [consumer.vic.gov.au/rentalrepairs](https://consumer.vic.gov.au/rentalrepairs)

## What to do

Contact your rental provider or agent using their emergency phone number. Confirm your request in writing in case you need to prove you made the request.

Your rental provider or agent must make sure the repair is done immediately. If the rental provider or agent **doesn't respond to the request**, you can organise and pay for the repair. You can only do this if the repair doesn't cost more than \$2500.

The rental provider must pay you back within 7 days. You can use the '**Notice to rental provider of rented premises**' form on our website to make this request. Fill in all necessary details, including the 'Reason for notice – Payment for urgent repairs' section.

If they don't pay you back within 7 days, you can apply to RDRV to resolve the dispute.

If you can't afford to pay for the repair upfront, you can contact us using our **online enquiries form**.

You can use the '**Notice to rental provider of rented premises**' form on our website to request reimbursement for urgent repairs. You will need receipts/invoices and any other proof of repairs.

## Non-urgent repairs

Non-urgent repairs include anything not listed as an 'Urgent repair' (see page 21).

## What to do

Write to your rental provider telling them what needs to be repaired. You can use the '[Notice to rental provider of rented premises](#)' form.

Your rental provider must respond within 14 days. If they don't, contact us for information and advice.

**More information:** [consumer.vic.gov.au/rentalrepairs](http://consumer.vic.gov.au/rentalrepairs)

## Notice to residential rental provider of rented premises



### ***Residential Tenancies Act 1997*** Sections 52, 63, 72, 72AA, 74, 91L, 91Z, and 91ZD

You may use this form to give notice to a residential rental provider (rental provider, formerly known as landlord) if you are a:

- renter of rented premises; or
- specialist disability accommodation (SDA) resident under a residential rental agreement. This form refers to you as the 'renter' and an SDA provider as the 'rental provider'.

If you are giving a notice of intention to vacate, you can only withdraw this notice in writing with the agreement of the rental provider. The notice must be signed by the rental provider to be effective.

If you are giving a notice of intention to vacate, you will need to give the rental provider the correct amount of notice (see the information last page).

### Part A – Information for the rental provider

A renter may use this form to give you notice that:

- they are terminating the residential rental agreement before moving in
- they intend to vacate because the premises have been destroyed or are unfit for human habitation
- they intend to vacate for other reasons
- they are the legal representative or next of kin of the tenant who is deceased
- they have caused or became aware of damage to the premises
- they have paid utility charges that are your responsibility and you require reimbursement
- non-urgent repairs are required
- they have arranged and paid for urgent repairs and require reimbursement.

### Seeking advice

For further information visit the renting section of the Consumer Affairs website at [www.consumer.vic.gov.au/renting](http://www.consumer.vic.gov.au/renting) or call 1300 55 81 81.

Preview of the first page of the 'Notice to rental provider of rented premises' form you can use to request non-urgent repairs or reimbursement for urgent repairs you paid for.

## Maintenance

As a renter, you're generally responsible for:

- keeping the property reasonably clean
- minor maintenance tasks, such as changing standard light globes and keeping the garden tidy (unless your rental agreement states that the rental provider is responsible).

## Safety checks

Rental providers must ensure that:

- smoke alarms are correctly installed in the property, are in working condition and fitted with batteries or replacement batteries, and are tested at least once every 12 months
- for all rental agreements entered into after 29 March 2021, all electrical installations and fittings in the property are checked by a licensed electrician at least once every 2 years
- for all rental agreements entered into after 29 March 2021, a gas safety check is conducted at the property by a licensed or registered gasfitter at least once every 2 years.

**More information:** [consumer.vic.gov.au/smokealarms](https://consumer.vic.gov.au/smokealarms)

**More information:** [consumer.vic.gov.au/gas-electrical-safety](https://consumer.vic.gov.au/gas-electrical-safety)

## Modifications

You can make certain changes to the property without the rental provider's consent. For example, you can change the following things, as long as the property is not listed in the [Victorian Heritage Register](#):

- installing picture hooks or shelf brackets on all surfaces except exposed brick or concrete walls
- curtains (but you can't throw out the original curtains)
- a lock on a letterbox
- adding child safety gates or locks.

To make other changes, you'll need written consent from the rental provider. For some types of modification, they must not unreasonably refuse consent.

**For the full list of modifications and more information:**  
[consumer.vic.gov.au/rentingmodifications](https://consumer.vic.gov.au/rentingmodifications)

## Pets

If you want to keep a pet at your rental property, you must get your rental provider's consent. Use the **'Pet request'** form.

If your rental provider wants to refuse consent for a pet, they must apply to VCAT within 14 days. VCAT will decide whether it is reasonable for the rental provider to refuse consent.

**More information:** [consumer.vic.gov.au/petsrenting](https://consumer.vic.gov.au/petsrenting)

## Inspections and entry to the property

Your rental provider or agent can enter your rental property at a date and time that you've both agreed on. This must be at least 7 days before they enter.

Otherwise, they must give you the appropriate written notice and a reason for entering the property. For example, to do a general inspection.

**Important to know:** You don't have to agree to a verbal request from your rental provider or agent to enter the property. You can ask them to provide written notice and a reason for entering.

Unless agreed with you, the rental provider or agent can only enter between 8 am and 6 pm, and not on public holidays. There are limits on how often they can enter, and for how long.

If the rental provider or agent has given you the appropriate written notice, or agreed with you on an entry date and time:

- you must let them into the property, if you're at home
- they can enter if you're not at home.

**More information:** [consumer.vic.gov.au/rentalinspections](https://consumer.vic.gov.au/rentalinspections)

## Safety and privacy

You have a right to privacy, peace and quiet. This also means that you must not unnecessarily disturb your neighbours or others around your rental property.

The rental provider may issue a notice to vacate, effective immediately, if you or your visitor endangers the safety of neighbours, the rental provider or their agent, contractors or an employee of the rental provider.

The rental provider can also give the renter a 14-day 'Notice to vacate' for serious threats or intimidation.

## Family violence

If a rental agreement is affected by family violence, renters have specific rights. If a person is experiencing family violence, they can apply to VCAT to end the rental agreement early or start a new agreement in the same property that doesn't include the person being violent (the respondent). VCAT must hear your application within 3 business days or no later than the next available day after the end of the 3 business days.

**More information:** [consumer.vic.gov.au/rentingfv](https://consumer.vic.gov.au/rentingfv)

## After you move into a rental property checklist

This checklist includes the key steps after you move into a rental property.

- Pay rent according to the rent amount, regular payment date, and payment method agreed upon with your rental provider.
- Keep the property reasonably clean and complete any minor maintenance tasks (such as changing standard light globes and keeping the garden tidy).
- If you want to live with a pet, seek your rental provider's consent.
- If you require repairs, contact your rental provider.
- Respond to requests to inspect the property from your rental provider or agent.

# Moving out of a rental property

The following information can help you in the process of moving out of a rental property.

You or the rental provider must give notice to end the rental agreement, even if it has a fixed end date. Otherwise, the agreement will automatically continue on a month-by-month basis.

## If you want to end the rental agreement

If you want to end the rental agreement, tell your rental provider or agent in writing that you want to leave the property. You can use our [‘Notice of intention to vacate rented premises by renter’](#) form. In most cases, the end date on this notice can’t be before the end date on your rental agreement.

**More information:** [consumer.vic.gov.au/rentergivingnotice](https://consumer.vic.gov.au/rentergivingnotice)

## Breaking the lease

If you have a fixed-term agreement and want to end it early (break the lease), you may have to pay fees and charges. There are only certain reasons you can end the lease early without having to pay.

**More information:** [consumer.vic.gov.au/leasebreak](https://consumer.vic.gov.au/leasebreak)



## If your rental provider wants to end the rental agreement

Your rental provider must give you a 'Notice to vacate' in the correct written form, including the reason for ending the agreement.

The amount of notice they must give you depends on the reason they are ending the agreement. In most instances, they must give you **90 days'** notice.

**Your rental provider cannot end a rental agreement without a valid reason, even at the end of a fixed-term agreement.**

## Reasons a rental provider can issue a notice to vacate at the end of an agreement

A notice to vacate is a formal statement that the rental provider wants to end the rental agreement.

A rental provider can only give a notice to vacate for certain reasons. Some of these reasons have specific evidence requirements. The rental provider must supply a form of evidence demonstrating that the reason they have given in the notice to vacate is genuine.

If a notice to vacate requires specific evidence that is not supplied, the notice is invalid.

For example:

- The rental provider, a member of their immediate family or a dependent will be moving in.
- Reconstruction, repairs or renovations are planned and can't go ahead unless the renter vacates.
- The rental property is going to be demolished and all necessary permits have been obtained.

**More information:** See the full list of reasons, minimum notice and evidence required at [consumer.vic.gov.au/noticetovacate](https://consumer.vic.gov.au/noticetovacate)

## Reasons a rental provider can ask a renter to leave early

A rental provider can only end a rental agreement early (before its stated end date) for certain reasons. For example:

- The renter or their visitor intentionally or recklessly causes serious damage to the property, including safety equipment and common areas.
- The renter or their visitor puts neighbours, the rental provider or the provider's agent, or the rental provider or agent's contractors or employees, in danger.

The minimum notice period for the allowable reasons varies from immediate, to 14 days or 28 days.

If the rental provider does not give one of the reasons listed on our website, the notice to vacate is not valid.

**More information:** See the full list of reasons and minimum notice at [consumer.vic.gov.au/noticetovacate](https://consumer.vic.gov.au/noticetovacate)

## Agreeing to end a rental agreement

You and your rental provider or agent can agree to end the rental agreement. It's important to put this decision in writing. Include any agreed costs, terms and conditions and the date the agreement will end.

### Threat of eviction

A rental provider or agent can't evict you for using or intending to act on your rights. They can only end your rental agreement for specific reasons. They must give you the required amount of notice and use the correct 'Notice to vacate' form.

If you're worried about getting a notice to vacate or being evicted, contact us for information and advice.

## Condition reports at the end of the agreement

When a rental agreement ends, the rental provider or agent must complete the 'Exit condition report' section of the original condition report within 10 days. You must be present when this happens, or have been given a reasonable opportunity to be there. 'Reasonable' means what most people would think is fair.

The exit condition report records the condition of the property at the end of the tenancy.

### Cleaning responsibilities

When moving out, you must leave the property:

- reasonably clean
- in the same condition as when you moved in, taking into account fair wear and tear.

If you signed a rental agreement on or after 29 March 2021, there are extra requirements for professional cleaning. Rental providers can't ask you to get professional cleaning unless the property:

- needs to be returned to the state it was in at the start of the rental agreement (allowing for fair wear and tear). For example, if it was professionally cleaned before you moved in, or
- is in a state that requires professional cleaning.

**More information:** [consumer.vic.gov.au/conditionreport](https://consumer.vic.gov.au/conditionreport)

## Bond claims

### When a rental provider can claim the bond

Your rental provider can claim part or all of the bond for specific things, such as:

- damage caused by you or your visitors (but not fair wear and tear)
- cleaning expenses, if you haven't left the property reasonably clean.

See the full list at [consumer.vic.gov.au/bondclaims](https://consumer.vic.gov.au/bondclaims)

### Process for claiming the bond

Before you move out, you and your rental provider or agent should:

- try to agree on how the bond will be finalised
- set out the agreed division in the bond claim form.

Only sign the bond claim form if it shows the amount you will receive back.

If the rental provider agrees, the Residential Tenancies Bond Authority (RTBA) can release your bond up to 14 days before the end of your rental agreement.

### If you can't agree on the bond

You can submit a bond claim form to the RTBA. The RTBA will then contact the rental provider, who has 14 days to dispute the claim.

If the rental provider does nothing, the RTBA will pay the bond to you.

If there is a dispute about the bond, you or the rental provider can apply to RDRV for help.

RDRV will ask the rental provider to provide evidence for any claims they are making on the bond, and RDRV will review the details, discuss it with both parties and try to help you reach a fair outcome.

If an agreement isn't reached, RDRV will help you with next steps, including how to ask for a decision by VCAT if necessary.

**More information:** [consumer.vic.gov.au/bonddisputes](https://consumer.vic.gov.au/bonddisputes)

# Moving out of a rental property checklist

- If you want to end your rental agreement, give your rental provider the required amount of notice.
- If your rental provider wants to end your rental agreement, check that they've given you a 'Notice to vacate' in the correct written form, have given you a valid reason, and given you the required amount of notice.
- If both you and your rental provider want to end your rental agreement, put this decision in writing. Include any agreed costs, terms and conditions and the date the agreement will end.
- Clean your rental according to the requirements.
- Your rental provider or agent must complete the 'Exit condition report' section of the original condition report within 10 days of the rental agreement ending.
- Before you move out, you and your rental provider or agent should try to agree on how the bond will be finalised. You should also set out the agreed division in the bond claim form.
- Sign the bond claim form after you have confirmed it shows the amount you will get back.

# If you're in a rental dispute

## Resolving rental disputes

### How to resolve disputes with your rental provider

Disputes can often be settled without going to a hearing at VCAT. Follow the steps below.

1 Know your rights and responsibilities.

2 Talk to your agent or rental provider.

3 Contact Consumer Affairs Victoria.

### Still unresolved?

Apply to RDRV's free service to help you with most rental disputes. They will help you go to VCAT, if needed.

**More information:** See websites and contact details on page 36.

### Going to Rental Dispute Resolution Victoria

RDRV is a specialist rental dispute resolution and case management service provided by VCAT. It helps renters and rental providers to resolve disputes quickly and fairly, before they escalate to a formal hearing.

RDRV can help with issues about:

- bonds
- compensation
- excessive rent
- repairs

They'll work with you and your rental provider to try to get a resolution at the earliest possible point.

**More information:** [rdv.vic.gov.au](http://rdv.vic.gov.au)

# Helpful contacts

Organisation	When to contact	Contact details
<b>Consumer Affairs Victoria (CAV)</b>	If you have questions about renting agreements, bonds, rent increases or repairs.  If you're being evicted.	1300 55 81 81 <a href="http://consumer.vic.gov.au">consumer.vic.gov.au</a>
<b>Residential Tenancies Bond Authority (RTBA)</b>	To look up your bond, transfer a bond or arrange a bond refund.	1300 137 164 <a href="http://rentalbonds.vic.gov.au">rentalbonds.vic.gov.au</a>
<b>Rental Dispute Resolution Victoria (RDRV)</b>	If you need more help to resolve a renting dispute.	1300 017 378 <a href="http://rdrv.vic.gov.au">rdrv.vic.gov.au</a>
<b>Victorian Civil and Administrative Tribunal (VCAT)</b>	To apply for a hearing about a renting dispute.	1300 01 8228 <a href="http://vcat.vic.gov.au/renting">vcat.vic.gov.au/renting</a>
<b>Tenants Victoria</b>	If you need advocacy or support.	03 9416 2577 <a href="http://tenantsvic.org.au">tenantsvic.org.au</a>
<b>Victorian Aboriginal Legal Service (VALS)</b>	If you're an Aboriginal and/or Torres Strait Islander person and need legal help.	1800 064 865 <a href="http://vals.org.au">vals.org.au</a>
<b>Housing Victoria (Department of Families, Fairness and Housing)</b>	If you have nowhere to stay.	1800 825 955 (24 hours) <a href="http://housing.vic.gov.au">housing.vic.gov.au</a>
<b>National Debt Helpline</b>	For confidential and free information and advice if you are facing financial difficulties.	1800 007 007 <a href="http://ndh.org.au">ndh.org.au</a>



### **Need help in your language?**

Call TIS National interpreting service on **131 450**.  
Ask to be put through to Consumer Affairs Victoria.

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The information in this guide was correct at the time of printing.  
However, legislation and policy may change. For the most up-to-date  
information, please visit our website.

# OWNERS CORPORATION 1 PLAN No. PS623565A

## CONSOLIDATED RULES

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### MODEL RULES FOR AN OWNERS CORPORATION

#### **1 Health, safety and security**

##### **1.1 Health, safety and security of lot owners, occupiers of lots and others**

A lot owner or occupier must not use the lot, or permit it to be used, so as to cause a hazard to the health, safety and security of an owner, occupier, or user of another lot.

##### **1.2 Storage of flammable liquids and other dangerous substances and materials**

- (1) Except with the approval in writing of the owners corporation, an owner or occupier of a lot must not use or store on the lot or on the common property any flammable chemical, liquid or gas or other flammable material.
- (2) This rule does not apply to—
  - (a) chemicals, liquids, gases or other material used or intended to be used for domestic purposes; or
  - (b) any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

##### **1.3 Waste disposal**

An owner or occupier must ensure that the disposal of garbage or waste does not adversely affect the health, hygiene or comfort of the occupiers or users of other lots.

#### **2 Management and administration**

##### **2.1 Metering of services and apportionment of costs of services**

- (1) The owners corporation must not seek payment or reimbursement for a cost or charge from a lot owner or occupier that is more than the amount that the supplier would have charged the lot owner or occupier for the same goods or services.
- (2) If a supplier has issued an account to the owners corporation, the owners corporation cannot recover from the lot owner or occupier an amount which includes any amount that is able to be claimed as a concession or rebate by or on behalf of the lot owner or occupier from the relevant supplier.
- (3) Sub rule (2) does not apply if the concession or rebate—
  - (a) must be claimed by the lot owner or occupier and the owners corporation has given the lot owner or occupier an opportunity to claim it and the lot owner or occupier has not done so by the payment date set by the relevant supplier; or
  - (b) is paid directly to the lot owner or occupier as a refund.

#### **3 Use of common property**

##### **3.1 Use of common property**

- (1) An owner or occupier of a lot must not obstruct the lawful use and enjoyment of the common property by any other person entitled to use the common property.
- (2) An owner or occupier of a lot must not, without the written approval of the owners corporation, use for his or her own purposes as a garden any portion of the common property.
- (3) An approval under sub rule (2) may state a period for which the approval is granted.
- (4) If the owners corporation has resolved that an animal is a danger or is causing a nuisance to the common property, it must give reasonable notice of this resolution to the owner or occupier who is keeping the animal.

- (5) An owner or occupier of a lot who is keeping an animal that is the subject of a notice under sub rule (4) must remove that animal.
- (6) Sub rules (4) and (5) do not apply to an animal that assists a person with an impairment or disability.

### **3.2 Vehicles and parking on common property**

An owner or occupier of a lot must not, unless in the case of an emergency, park or leave a motor vehicle or other vehicle or permit a motor vehicle or other vehicle—

- (a) to be parked or left in parking spaces situated on common property and allocated for other lots; or
- (b) on the common property so as to obstruct a driveway, pathway, entrance or exit to a lot; or
- (c) in any place other than a parking area situated on common property specified for that purpose by the owners corporation.

### **3.3 Damage to common property**

- (1) An owner or occupier of a lot must not damage or alter the common property without the written approval of the owners corporation.
- (2) An owner or occupier of a lot must not damage or alter a structure that forms part of the common property without the written approval of the owners corporation.
- (3) An approval under sub rule (1) or (2) may state a period for which the approval is granted, and may specify the works and conditions to which the approval is subject.
- (4) An owner or person authorised by an owner may install a locking or safety device to protect the lot against intruders, or a screen or barrier to prevent entry of animals or insects, if the device, screen or barrier is soundly built and is consistent with the colour, style and materials of the building.
- (5) The owner or person referred to in sub rule (4) must keep any device, screen or barrier installed in good order and repair.

## **4 Lots**

### **4.1 Change of use of lots**

An owner or occupier of a lot must give written notification to the owners corporation if the owner or occupier changes the existing use of the lot in a way that will affect the insurance premiums for the owners corporation.

#### **Example**

If the change of use results in a hazardous activity being carried out on the lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes.

## **5 Behaviour of persons**

### **5.1 Behaviour of owners, occupiers and invitees on common property**

An owner or occupier of a lot must take all reasonable steps to ensure that guests of the owner or occupier do not behave in a manner likely to unreasonably interfere with the peaceful enjoyment of any other person entitled to use the common property.

### **5.2 Noise and other nuisance control**

- (1) An owner or occupier of a lot, or a guest of an owner or occupier, must not unreasonably create any noise likely to interfere with the peaceful enjoyment of any other person entitled to use the common property.
- (2) Sub rule (1) does not apply to the making of a noise if the owners corporation has given written permission for the noise to be made.

## **6 Dispute resolution**

- (1) The grievance procedure set out in this rule applies to disputes involving a lot owner, manager, or an occupier or the owners corporation.

- (2) The party making the complaint must prepare a written statement in the approved form.
- (3) If there is a grievance committee of the owners corporation, it must be notified of the dispute by the complainant.
- (4) If there is no grievance committee, the owners corporation must be notified of any dispute by the complainant, regardless of whether the owners corporation is an immediate party to the dispute.
- (5) The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the owners corporation, within 14 working days after the dispute comes to the attention of all the parties.
- (6) A party to the dispute may appoint a person to act or appear on his or her behalf at the meeting.
- (7) If the dispute is not resolved, the grievance committee or owners corporation must notify each party of his or her right to take further action under Part 10 of the **Owners Corporations Act 2006**.
- (8) This process is separate from and does not limit any further action under Part 10 of the **Owners Corporations Act 2006**.

## Additional Rules

### **A LOT OWNER MUST NOT, AND MUST INSURE THAT THE OCCUPIER OF A LOT OWNERS LOT DOES NOT:-**

1. Use the common property or the common property facilities or permit the common property or the common facilities to be used in such a manner as to unreasonably interfere with or prevent its use by other members or occupiers of lots or their families or visitors.
2. Use or permit the common property to be used for any purpose other than that for which it was designed.
3. Do or suffer to be done in or upon the common property of the common facilities any act, matter or thing that may render any insurance in respect of the building void or voidable or by reason of which the rate of premium of any such insurance may be liable to be increased
4. Leave open or prop open any common doors, gates or garage doors that would give unauthorised persons access to the property.
5. Provide entry to the property or the buildings to the persons unless such persons are known to be entitled access to the property or the buildings.
6. Use or permit to be used any part of the car parks otherwise than for the purpose of parking motor vehicle and not to assign, sub-let or grant any licence to any person to use such car park without the written consent of the Owners Corporation or its authorised delegate.
7. Park or leave a vehicle on common property so as to obstruct a driveway or entrance to a car park or in any place other than in a parking area specified for such purposes by the Owners Corporation.
8. Park a bicycle in the common property other than in the designated area allocated for the purpose for the bicycle parking.
9. Use or permit any lot, the common property or common facilities to be used for any purpose which may be illegal or injurious to the reputation of the development or may cause a nuisance or hazard to any other member or occupier of any lot or the families or visitors of a member or occupier or be in conflict with any statutory agreement, town planning permit or present or subsequent Section 173 Agreement pursuant to *The Planning and Environment Act 1987*.

10. Make or permit to be made any undue noise in or about the common property or the common facilities or any lot affected by the Owners Corporation save that for any trades or maintenance person engaged by a member or occupier or the Owners Corporation to carry out building works or repairs and maintenance will be required to comply with the provisions of the Environment Protection (Residual Noise) Regulations 1997 no. 120 and any amending regulations thereto.
11. Make or permit to be made any undue noise from music or machinery which may be heard outside the member's lot.
12. Keep any animal or pet on the common property or within the lot without prior written consent from the Owners Corporation.
13. Store or keep waste or garbage other than in proper receptacles in an area specified for such purpose by the Owners Corporation.
14. Erect or allow to be erected any sign or display of any type on any lot or upon the common property including but not limited to: for lease, to let, for sale or auction boards. This rule does not apply to the appointed building manager.
15. Change locks or keying system for the lot that is not within the registered master key registered to the Owners Corporation.
16. Undertake any servicing or maintenance of any motor vehicle, on any common property, member's lot or licensed or leased common property.

**A LOT OWNER MUST ENSURE THAT THE OCCUPIER OF THEIR LOT:-**

17. Comply fully with occupancy requirements as specified in the planning permit and supply on request to the owners corporation all requested documentation verifying the eligibility and status of the occupiers of the lot.
18. Use the common facilities strictly in accordance with the regulations governing such use which shall be made by the Owners Corporation from time to time.
19. Keep all garbage and refuse within the member's lots in appropriate containers and in a hygienic manner and to regularly dispose of the garbage and refuse in an area in the common property designated by the Owners Corporation or the responsible authority for such purpose.
20. Ensure that all garbage and refuse is only placed in the bins in the designated area provided by the Owners Corporation or the local council and ensure that after placing the garbage and refuse in the bins that the lids of the bins are securely closed.
21. Clear on each and every date the contents of the lot mail box.

**NON COMPLIANCE**

22. The Owners Corporation Act 2006 allows for non compliant lot owners to be brought before the Victorian and Civil Administrative tribunal if the matter is unable to be resolved by way of internal complaints process.
23. The Owners Corporation may recover, as a debt due from persons in default or breach, the costs, charges and expenses incurred by the Owners Corporation (but excluding the personal time costs of any person acting in an honorary capacity including the chairperson, secretary or committee member of the Owners Corporation) arising out of any default or breach, by any lot owner or occupier of a lot, or any obligation under the Owners Corporation Act 2006, the Owners Corporation Regulations or the Rules of the Owners Corporation or any breach pursuant to any section of the Planning Permit governing the building.

# Fire Safety for International Students

Many portable devices such as laptop computers, mobile phones, children's toys, e-scooters and e-cigarettes may contain rechargeable lithium-ion batteries. They are light-weight, energy dense and long lasting but can be more volatile than traditional batteries. Most modern devices with rechargeable batteries contain lithium ion batteries.

## Lithium ion batteries can be a fire risk.

*Occasionally, if a lithium ion battery is improperly charged, handled, stored or disposed of there is a risk of overheating, catching fire or explosion. This also increases the risk of a house fire, garage fire or personal injury.*



Scan to see examples of lithium ion battery fires including e-scooters, mobile phones and power banks



## Safety Advice

- Purchase products from a reputable supplier and follow the manufacturer's instructions.
- Only use chargers and cords that are originally supplied with that device. Using chargers with incorrect power delivery (voltage and current) can cause damage to the battery or overheating that can lead to fires.
- Only use batteries that are designed for that device.
- Check that chargers have the Regulatory Compliance Mark, to show that they meet the relevant Australian Standards.
- Avoid charging lithium ion batteries overnight or leaving devices unattended while charging. Once the indicator shows that a device or battery has been fully charged, disconnect it from the charger.
- Always charge devices on a surface that can't catch fire.
- Never charge devices on things that can burn, like couches, beds, carpets, or pillows.



- Where possible, Light Electric Vehicles (LEV) should be stored and charged away from living spaces. Keep them away from any exit doors, escape routes, and other combustible materials.
- We recommend installation of a smoke alarm where LEVs are charged.
- Only have device repair, battery replacement or upgrades performed by a qualified professional.
- Never store or leave lithium ion batteries or devices in areas where they can be exposed to heat or moisture. Do not leave devices in direct sunlight or in parked vehicles where they can quickly heat up. Let batteries cool before recharging.
- Don't use lithium ion batteries or devices that show signs of swelling or bulging, leaking, overheating, or signs of mechanical damage (cracked, dented, punctured, or crushed).
- Don't touch leaking or damaged batteries (use gloves) and clean up any spilled material carefully. If safe to do so remove the battery away from anything that can catch fire, preferably outside, and follow disposal instructions below.

## Warning Indicators:

Stop using the battery if you notice strong odours, colour change, extreme heat, change in shape, leaking or unusual sounds (for example popping or hissing). If safe to do so remove the device away from anything that can catch fire.

**If your battery catches fire call Triple Zero (000) immediately and wait in a safe location for firefighters to arrive.**

## Lithium ion Battery Disposal

There are risks if lithium ion batteries are not disposed of correctly.

### Never dispose of lithium ion batteries in household rubbish.

Proper disposal avoids damage or puncture by heavy machinery during transport or processing which may lead to fires. FRV supports safe lithium ion battery disposal, for more information on where and how to dispose of used batteries please use the below links:

**B-cycle** [www.b-cycle.com.au/drop-off](http://www.b-cycle.com.au/drop-off)

**Planet Ark** [www.recyclingnearyou.com.au/batteries](http://www.recyclingnearyou.com.au/batteries)

# Fire Safety for International Students

## Smoke alarms

Smoke alarms are self-contained, stand-alone, single or interconnected smoke-sensing devices. They detect smoke and then alarm locally. They have a test button and must be located outside bedrooms.



**If your smoke alarm is not working and you are an owner you must replace it. If you are a tenant you must report it to your rental provider/agent.**

## Smoke detectors

Smoke detectors may be connected to a fire panel which alerts the fire brigade. If there is a fire follow your buildings instructions and evacuation plan.



**Never tamper with, cover or attempt to remove a smoke alarm or smoke detector and always report any damage to your rental provider/agent.**

## Evacuation

### If you live in a house

You should have a planned and practiced Home Fire Escape Plan, this includes two exits from each room and an agreed meeting place outside. Get out and stay out.

### If you live in an apartment

- Learn and practice your building's evacuation plan.
- The plan will be posted in a foyer or near a lift or stairwell. It will show you the safest way out and where to meet.
- Report hazards in your building including blocked and locked fire escape doors.
- Always close doors behind you.
- If there is an alarm listen for the alarm tone and for instructions to evacuate.

**If there is a fire, call Triple Zero (000), ask for FIRE**

- stay on the phone don't hang up.
- If you are not able to evacuate, say you need help to get out.

## Safety Advice

### In the Kitchen

Cooking left unattended is the most common cause of fires in the kitchen, so be sure to look when you cook.

- Check that the stove, cooktop, oven and other heat sources are turned off before leaving home or going to sleep.
- Keep items that could burn at least 1 metre away from cooking and heat sources.
- Never use water to extinguish an oil or grease fire.
- Always supervise children in the kitchen.
- Only ever cook in the kitchen – never cook in your bedroom or another room.

### Doorways

Keep your exits clear and always leave keys in locked doors and security screens when you are inside so you can escape if a fire occurs.

### Electrical

Electrical fires are a common type of fire in the home.

- Never overload power boards.
- Never charge laptops, tablets or mobile phones on flammable surfaces like beds or pillows.

### Heaters are a major cause of fires, especially during the winter months.

Keep items that can burn at least 1 metre away from all heat sources.

Turn off all heating before leaving home or going to sleep.

### Cigarettes, candles, incense and oil burners can cause fires.

- Never smoke in bed.
- Never throw cigarette butts off a balcony.
- Always extinguish any open flame or cigarette before leaving home or going to sleep.

