

“  
***Rooming houses***  
***A guide for residents,  
owners and managers***  
”

**\$500 Fine**

Rooming house owners must give a copy of this guide to residents on or before the day they move in or face a fine of up to \$500



*Rooming houses: a guide for residents, owners and managers* is the summary statement, approved by the Director for Consumer Affairs Victoria, of the rights and duties of a resident under the *Residential Tenancies Act 1997* (the Act). Under section 124 of the Act the owner must give the resident this guide on or before the occupation day.

### **Additional copies**

This guide is available from Consumer Affairs Victoria at [www.consumer.vic.gov.au](http://www.consumer.vic.gov.au) or 1300 55 81 81.

To order more than five copies at a time, fax a request to (03) 9627 6574 or write to:

Consumer Affairs Victoria  
GPO Box 123A  
Melbourne, Vic, 3001

### **Disclaimer**

This guide should not be used as a substitute for the *Residential Tenancies Act 1997* or professional legal advice.

© Copyright State of Victoria 2003

This publication is copyright. No part may be reproduced by any process except in accordance with the provisions of the *Copyright Act 1968*. For advice on how to reproduce any material from this publication contact Consumer Affairs Victoria.

ISBN 0-9750813-2-2

Published by Consumer Affairs Victoria,  
452 Flinders Street, Melbourne, Victoria, 3000.

Authorised by the Victorian Government,  
452 Flinders Street, Melbourne, Victoria, 3000.

Printed by McLaren Press, 11-19 Lithgow  
Street, Abbotsford, 3067.

**“**  
***Rooming houses***  
***A guide for residents,***  
***owners and managers***  
**”**

For advice and information on consumer  
and residential tenancy matters:

**Consumer Affairs Victoria**

Level 2, 452 Flinders Street

Melbourne, Vic, 3000

Tel 1300 55 81 81 (local call charge)

Fax (03) 9627 6007

Email [consumer@justice.vic.gov.au](mailto:consumer@justice.vic.gov.au)

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

TIS 131 450

NRS 9620 1942

For a list of local Consumer and Tenant  
Services, see inside back cover.

## Contents

<b>INTRODUCTION</b>		<b>PART THREE Ending a residency</b>	<b>13</b>
Who this guide is for	v	When a resident wants to leave	13
Useful contacts	vi	Giving a notice of intention to vacate a room	14
Fines	vii	When the notice period runs out and the resident has not left	14
Privacy	vii	When a rooming house owner wants a resident to move out	15
Tips for rooming house residents	viii	Mortgagee's right to give a 'Notice to Vacate'	17
Tips for rooming house owners	ix	When a resident receives a 'Notice to Vacate'	18
<b>PART ONE Moving into a rooming house</b>	<b>1</b>	Evicting a rooming house resident	18
The bond	1	Calculating minimum notice periods	19
The 'Condition Report'	2	<b>PART FOUR When a resident leaves a rooming house</b>	<b>21</b>
Rent in advance	3	Where a bond has been paid	21
The difference between the bond and the rent	3	When the rooming house owner makes a claim on the bond	22
Other charges	3	Owner claiming compensation	22
Rooming house owner's duties	3	When a resident abandons a room	22
Contact details	4	Belongings left behind	23
<b>PART TWO Living in a rooming house</b>	<b>5</b>	Providing a forwarding address	24
Rent	5	<b>PART FIVE Solving residency problems</b>	<b>25</b>
Rent increases	6	Using VCAT	26
Rooming house rules	7	Consumer and Tenant Services	inside back cover
Breach of duty	7		
Repairs	8		
Respecting the privacy and comfort of others	10		
Entering a resident's room	11		
Violent situations	12		

## Who this guide is for

This guide explains what rooming house residents and owners and managers must do to follow Victoria's residential tenancy laws. The main piece of legislation that covers rooming house residents and owners and managers is the *Residential Tenancies Act 1997* (the Act).

The guide is provided by Consumer Affairs Victoria as a summary of many of the rights and duties of a rooming house resident and a rooming house owner under the Act. It should not, however, be used as a substitute for the Act or professional legal advice.

When this guide refers to a rooming house, it includes a pub or a hotel that has been a person's main residence for 60 days without a break.

A rooming house resident is someone who, with the agreement of the rooming house owner, lives in a room as their only or main residence. The resident has the right to use the facilities of the rooming house, for example, the kitchen, bathroom, toilet, and lounge or sitting room.

Where reference is made to a rooming house owner in this guide, it is intended to include, where appropriate, the owner of the rooming house, a person who leases the rooming house, and any person who is appointed or authorised to act as a manager or agent of the rooming house.

A person who is renting a room from a rooming house owner and has a signed 'Residential Tenancy Agreement' with them is considered, in the eyes of the law, a tenant and not a resident. Therefore, slightly different rules will apply to their situation. In this case, tenants and landlords will need to refer to the guide called 'Renting a home: a guide for tenants and landlords' which is available from Consumer Affairs Victoria.

Copies of this guide and guides for tenants, landlords and agents, and caravan park residents and caravan park owners are available from Consumer Affairs Victoria [www.consumer.vic.gov.au](http://www.consumer.vic.gov.au) or 1300 55 81 81.

If you need further assistance, contact Consumer Affairs Victoria or one of the Tenant Advisory Services listed on the inside back cover.

## Useful contacts

### Residential Tenancies Bond Authority (RTBA)

The RTBA is administered by Consumer Affairs Victoria and holds all residential tenancy bonds in a neutral capacity as a trustee for rooming house residents and owners. The RTBA can only repay bonds as agreed by the resident and the rooming house owner or as directed by the Victorian Civil and Administrative Tribunal or a court.

RTBA, Locked Bag No 3040  
GPO Melbourne, Vic, 3001

**Tel** 1300 137 164 (local call charge)

**Fax** (03) 9627 6277

**Email** [rtba@justice.vic.gov.au](mailto:rtba@justice.vic.gov.au)

**Website** [www.rtba.vic.gov.au](http://www.rtba.vic.gov.au)

### Victorian Civil and Administrative Tribunal (VCAT)

VCAT operates independently of Consumer Affairs Victoria. It is similar to a court but not as formal, and deals with issues in many areas, including disputes arising from the *Residential Tenancies Act 1997*.

VCAT, 55 King Street, Melbourne, Vic, 3000

**Tel** (03) 9628 9800

**Freecall** 1800 133 055

**Fax** (03) 9628 9822

**Email** [vcat@vcat.vic.gov.au](mailto:vcat@vcat.vic.gov.au)

**Website** [www.vcat.vic.gov.au](http://www.vcat.vic.gov.au)

**Postal Address** VCAT, GPO Box 5408cc,  
Melbourne, Vic, 3001

### Tenants Union of Victoria

*Rooming House Service*

55 Johnston Street, Fitzroy, Vic, 3065

**Tel** (03) 9419 5577

**Website** [www.tuv.org.au](http://www.tuv.org.au)

### Equal Opportunity Commission Victoria (EOCV)

EOCV provides information and advice about equal opportunity rights and responsibilities and helps people resolve complaints of unlawful discrimination or harassment through its impartial, confidential and free conciliation service.

EOCV, 3/380 Lonsdale Street,  
Melbourne, Vic, 3000

**Advice Line** (03) 9281 7100

**Fax** (03) 9281 7171

**Freecall** (country callers) 1800 134 142

**TTY** (03) 9281 7110

**Email** [eoc@vicnet.net.au](mailto:eoc@vicnet.net.au)

**Website** [www.eoc.vic.gov.au](http://www.eoc.vic.gov.au)

### Office of Housing

The Office of Housing is a division of the Department of Human Services. The Office of Housing provides a range of housing services including the Bond Loan Scheme and public rental housing to eligible residents of Victoria.

For further information on assistance provided by the Office of Housing and application forms for the Bond Loan Scheme, contact your closest Housing Office (listed in the White Pages A-K under Human Services, Housing Services) or visit its website at: [www.dhs.vic.gov/housing](http://www.dhs.vic.gov/housing).

## Fines

Consumer Affairs Victoria can take rooming house residents and owners to the Magistrates' Court for not obeying certain obligations under the Act. In such circumstances the Magistrates' Court may then impose a fine.

Where this guide refers to the imposition of a fine, it refers to the maximum fine that can be imposed by the Magistrates' Court. If the court decides to impose a fine it is payable to the Residential Tenancies Fund.

If rooming house residents and owners are familiar with their rights and duties and do their best to honour them, most conflicts can be avoided.

## Privacy

There are clear rules under the Act on when a rooming house owner is allowed to enter a resident's room and they are discussed on page 11 under 'Entering a resident's room'.

If you give personal information to a rooming house owner (such as your phone number or date of birth), they may be bound by privacy laws that restrict the cases in which this information can be passed on to third parties. If you think your information is being misused, contact a Tenant Advisory Service or the Federal Privacy Commissioner on 1 300 363 992 for advice.

## Tips for rooming house residents

It is very important that residents do not sign a blank form, official or otherwise.

### At the beginning of a residency

- Read this guide on renting a room in a rooming house.
- Pay rent in advance.
- Pay the bond to the rooming house owner, if required.
- If paying a bond, complete and sign the 'Bond Lodgement' form and keep a copy.
- Keep the official RTBA receipt so the bond can be returned at the end of the residency.
- Thoroughly check that the room is safe to live in.
- Complete and sign the 'Condition Report' (if applicable) making comments in the space provided.
- Return one copy of the 'Condition Report' to the rooming house owner and keep a copy in a safe place.
- Make sure you know the rooming house rules.

### During a residency

- Pay the rent on the due date every time.
- Ask for a receipt for the rent and keep it in a safe place.
- Follow the rules of the rooming house.
- Keep the room clean and in a condition that will not create a fire or health hazard.
- Report any damage to the room or common areas.

- Pay for any damage to the room or common areas that is caused by you and is not normal wear and tear.
- Use the room only as a place to live.
- Make sure the room is not used for any illegal purpose.
- Get prior written permission from the rooming house owner to install fixtures.
- Get the rooming house owner's permission to keep any animals in the house or grounds.
- Respect the rights of other residents and their visitors to privacy, peace and quiet.

### At the end of a residency

- Give the rooming house owner a notice in writing stating an intention to vacate the room.
- Pay rent and other charges right up to the time of leaving the room.
- Keep the 'Condition Report' in case any disputes arise.
- If you have paid a bond, complete and sign the 'Bond Claim' form, stating any agreed division of the bond money.
- If you have paid a bond, ensure the completed 'Bond Claim' form is sent to the RTBA.
- Check the money has been credited by the RTBA to the nominated bank account.
- Take all belongings from the rooming house.
- Leave a forwarding address with the rooming house owner and the RTBA on the 'Bond Claim' form.



## Tips for rooming house owners

### At the beginning of a residency

- Give a copy of this guide to the resident.
  - Give a copy of the rooming house rules to the resident.
  - Inform the resident of any other charges.
  - If you ask for a bond before the resident moves in:
    - complete and sign the 'Bond Lodgement' form and give the resident their copy
    - forward bond money and the RTBA's copy of the form to the RTBA
    - ensure the RTBA receipt is received and keep a copy
    - give a copy of the 'Condition Report' to the resident to fill in and sign
    - make sure the resident returns a copy of the completed and signed 'Condition Report'.
- Keep the rooming house and its rooms in good repair.
  - Keep house facilities, equipment and furniture in good repair.
  - Make sure repairs or renovations disturb residents as little as possible, giving residents other facilities to use if necessary, while the work is being done.
  - Have a copy of this guide and the house rules in the room where they can be seen easily.
  - Take reasonable steps to make sure that residents observe the rooming house rules and can peacefully use the rooming house.
  - Inform the resident of any changes in the rooming house rules.
  - Observe all legal obligations when giving notices to residents such as a 'Notice to Vacate'.
  - See page 25 for details on solving residency problems.

### During a residency

- Provide the resident with a receipt for rent and any other charges.
  - Allow the resident to use the room, toilets and bathrooms at all times, and provide reasonable use of common rooms and facilities.
  - Respect the resident's right to privacy, peace and quiet.
  - Take all reasonable steps to make sure that property is secure in the resident's room.
- ### At the end of a residency
- Complete and sign the 'Condition Report' (if applicable) and keep a copy.
  - If a bond was paid, reach agreement with the resident on any division of the bond money.
  - Complete and sign the 'Bond Claim' form and keep a copy.
  - Ensure the completed 'Bond Claim' form is sent to the RTBA.
  - Comply with the *Residential Tenancies Act 1997* regarding the resident's belongings and personal documents.

“  
**Part one**  
*Moving into  
a rooming house*  
”

1

**The bond**

A rooming house owner can ask a resident to pay a bond. The bond is refundable money that a resident puts up as security in case they do not meet their responsibilities as a resident.

A rooming house owner may ask a new resident to pay the bond before the resident begins living in the room. The bond is completely separate to the rent.

**The ‘Bond Lodgement’ form**

If the rooming house owner takes a bond they must give the resident a completed and signed official ‘Bond Lodgement’ form for them to sign. The Residential Tenancies Bond Authority (RTBA) needs the details and signatures on the form so it can pay out the bond at the end of the residency.

## **Bonds from the Director of Housing (DoH)**

Where the DoH is contributing some or all of the bond, a 'Bond Lodgement' form specifically designed for the DoH must be used. The DoH issues this form with the bond payment when a bond loan is approved.

Consumer Affairs Victoria also has copies of all the relevant forms and notices.

## **Looking after the bond money**

The RTBA holds the bond during the residency.

Under the *Residential Tenancies Act 1997*, the RTBA invests the bond money. Interest on the Residential Bonds Account is paid to the Residential Bonds Investment Income Account and is applied to meet the costs of administering the central bond management system. It also contributes to the Residential Tenancies Fund.

## **The amount of the bond**

The bond cannot be more than 14 days rent. A \$1000 fine can be imposed for requesting a bond that is more than 14 days rent.

## **The condition report**

In cases where a bond has been paid, the rooming house owner must prepare a report on the premises. This report notes the general condition of the premises, including fittings and fixtures.

Consumer Affairs Victoria has a 'Condition Report' form that can be used. This form allows residents and rooming house owners to rate the condition of the premises and items in the premises as clean, undamaged or working.

The 'Condition Report' may be used as evidence if there is a dispute sometime in the future about who should pay for cleaning, damage, or replacement of missing items.

It is important that residents make a note on the 'Condition Report' if they disagree on any points.

Residents should check the report, put in any comments and make a note of any fixtures or fittings which they consider to be unsafe. Residents must then sign both copies and return one copy to the rooming house owner within three business days of moving into the premises.

Residents should keep their copy of the 'Condition Report' until the end of the residency.

### Rent in advance

If rent is to be paid weekly, a rooming house owner cannot ask for more than 14 days rent in advance.

If a rooming house owner does this, a fine of \$1000 can be imposed.

It is the resident's responsibility to pay rent and continue to pay rent when it is due. The person who receives the rent (usually the rooming house owner) must give the resident a receipt for the rent if one is requested. See page 5 for details.

### The difference between the bond and the rent

The bond and the rent are separate payments. A resident can be fined \$1000 for treating any part of the bond as rent.

### Other charges

If a rooming house owner wants to charge residents separately for providing services (such as cooking and cleaning) they must give the resident a list of the services before the resident moves in. If a resident agrees to use and therefore pay for any extra services, the rooming house owner must provide the resident with an itemised account.

The rooming house owner can charge separately for electricity and gas, but only if the room has a separate meter. The charges cannot be more than the utility provider charged the rooming house owner.

### Rooming house owner's duties

*On or before* the day a resident moves in, the rooming house owner must give the resident a copy of this guide and a copy of the rooming house rules.

The rooming house owner must also put a copy of this guide and the rooming house rules in the resident's room where they can be seen easily. They can be fined \$500 for not doing so.

## Contact details

Where there is an agent acting for the rooming house owner, the agent's full name, address and telephone number must be given in writing to the resident.

In addition, the resident must be told in writing whether the agent can authorise urgent repairs and if so:

- the maximum amount the agent can authorise
- the telephone number to be used in an emergency.

Where there isn't an agent acting for the rooming house owner, the rooming house owner must give residents their full name and address in writing. An emergency telephone number must also be given in case urgent repairs are needed.

If a resident is not given these contact details *on or before* the day the resident moves in, a \$500 fine can be imposed on the rooming house owner.

If any contact details change later, the rooming house owner or agent must let the resident know in writing within seven days.

# “ *Part two Living in a rooming house* ”

## 2

### Rent

Residents must pay the rent on the due date.

In most cases, the rent will be payable in advance. If the rent payment is not made on the due date or is late, the resident is immediately behind with the rent.

If the rent is seven days or more behind, the rooming house owner can give the resident notice to vacate.

Residents should not stop paying rent if the rooming house owner refuses to do repairs.

Rooming house owners are not allowed to take any of the resident's belongings to cover any rent owed. If this happens, the rooming house owner can be fined \$1000.

### Receipts for rent

The person who receives the rent, usually the rooming house owner, must give the resident a receipt for rent.

If the rent is paid in person a receipt needs to be provided immediately. If the rent is not paid in person and a receipt is requested, the rooming house owner must provide a receipt within five business days.

If the rent is not paid in person and there is no request for a receipt at the time, the rooming house owner must keep a record of the payment for 12 months and, on request, provide the resident with a copy of the record within five business days.

### Rooming Houses

2 Living in a rooming house

A \$500 fine can be imposed if the rooming house owner does not follow this requirement.

A rent receipt must be signed by the rooming house owner and must state:

- the name of the resident
- the address of the rooming house
- the date the money was paid
- what period the payment was for
- how much was paid
- that it is a receipt for rent.

### Rent increases

If a resident requests or is offered extra services (such as cooking and cleaning) and therefore agrees to pay higher rent, the resident and rooming house owner should put this agreement in writing.

The written agreement needs to state:

- what the extra services are
- how much the rent increase will be
- the date the rent increase will come into effect.

For any other rent increase, the rooming house owner must give residents at least 60 days notice using the 'Notice of Rent Increase to Resident/s of a Rooming House' form. The notice must tell residents about their rights and possible actions they can take if they think the increase is too high. A notice of proposed rent increase can only provide for one rent increase. Rent can only be increased once in any six-month period.

### When a resident thinks the rent is too high

Residents can write to the Director of Consumer Affairs Victoria for a rental assessment if they think the rent or proposed rent is too high.

This can only happen when:

- the rooming house owner has given a 'Notice of Rent Increase to Resident/s of Rooming House' that the resident thinks is excessive (after considering market rent)
- or
- the rooming house owner has reduced or withdrawn services, facilities or other items that are part of the existing arrangement.

A resident must make a request for a rental assessment in writing within 30 days of receiving the 'Notice of Rent Increase to Resident/s of Rooming House'.

The resident has 30 days after receiving the rent assessment report in which to apply to the Victorian Civil and Administrative Tribunal (VCAT) for a hearing. VCAT may set a maximum rent, which then stays in force for 12 months.

If a rooming house owner stops providing services or reduces services residents were getting with their room, the rent must be reduced. If a rooming house resident and an owner cannot agree on the amount the rent should be reduced by, either party can apply to VCAT for a decision on the matter.

## Rooming house rules

Residents must obey the rooming house rules regarding using rooms and facilities and can be given a 'Notice for Breach of Duty' for failing to do so.

The rooming house owner can change the rooming house rules. Residents need to be told about any changes, in writing, at least seven days before the change commences.

If a resident thinks that a rooming house rule is unreasonable, they can apply to VCAT which may hand down an order declaring it invalid. A copy of the rooming house rules must be attached to the application. The resident must state which rule they object to and why.

Tenant Advisory Services can advise residents on how to make an application to VCAT.

See the list of contact addresses on the inside cover.

## Breach of duty

Rooming house residents can be given a 'Notice for Breach of Duty' if they breach any of their duties under the Act. These duties include observing the house rules, keeping the room clean, and not damaging the room or rooming house.

If a resident is given a 'Notice for Breach of Duty' by the rooming house owner, they are required to rectify the breach within three days.

If a resident does not rectify the breach, the rooming house owner can apply to VCAT for an order stating that the resident must comply with their duties under the law.



## Repairs

The Act distinguishes between urgent and non-urgent repairs. Urgent and non-urgent repairs are the rooming house owner's responsibility, but if the resident caused the damage, the rooming house owner can ask the resident to arrange and/or pay for repairs.

There are set procedures that rooming house residents and owners must follow when dealing with urgent or non-urgent repairs. Residents must continue to pay rent even when waiting for repairs to be done.

However, if the matter has gone to VCAT, the resident can apply for the rent to be paid into a special account while the issue is being sorted out.

It is extremely important to communicate all information regarding repairs in writing and that all copies of letters, forms and reports are kept for future reference. It is preferable that the forms from Consumer Affairs Victoria are used.

## Urgent repairs

Repairs are considered to be urgent if they are one or more of the following list.

An urgent repair is any work that is needed to fix:

- a burst water service
- a blocked or broken toilet system
- a serious roof leak
- a gas leak
- a dangerous electrical fault
- flooding or serious flood damage
- serious storm or fire damage
- a failure or breakdown of any essential service or appliance provided by the rooming house owner for hot water, water, cooking, heating, or laundering
- a failure or breakdown of the gas, electricity, or water supply
- any fault or damage that makes the rooming house unsafe or insecure
- an appliance, fitting, or fixture which is not working properly and causes a substantial amount of water to be wasted
- a serious fault in a lift or staircase in the rooming house.

## **Urgent repairs scenarios**

If possible, seek advice on whether your repair is urgent or non-urgent. Ideally, the resident and the rooming house owner should agree that a particular repair job is urgent.

### **Scenario 1. A resident contacts the rooming house owner and the owner agrees to do the urgent repairs.**

If a resident requests an urgent repair the rooming house owner must respond without delay.

### **Scenario 2. A resident contacts the rooming house owner and the owner does not do the urgent repairs quickly.**

If the rooming house owner does not respond quickly, the resident can arrange for the repairs to be done for a reasonable cost, up to a value of \$1000. (If it is going to cost more than \$1000, see scenario number 3.)

The resident should give the rooming house owner a written notice requesting they pay them back for the cost of the urgent repair.

The rooming house owner has 14 days from receiving the notice to pay the resident for the urgent repairs.

The resident should keep all receipts and a record of their attempts to arrange the urgent repairs with the rooming house owner.

### **Scenario 3. The rooming house owner does not do the urgent repairs and the repairs are going to cost more than \$1000.**

The resident can apply to VCAT which will hear the application within two business days of receiving the application. VCAT can order the rooming house owner to do the repairs.

### **Scenario 4. The rooming house owner does not do the urgent repairs and the resident cannot afford to pay for them.**

The resident can apply to VCAT which will hear the application within two business days of receiving the application. VCAT can order the rooming house owner to do the repairs.

### **Scenario 5. The resident has paid for urgent repairs but the rooming house owner refuses to pay back the money after the resident has sent the owner a 14 day notice to pay the costs.**

The resident can apply to VCAT which will hear the application and hand down a decision. VCAT can order the rooming house owner to pay the resident for the cost of the repairs.

See page vi for VCAT's contact details.

## **Rooming Houses**

### **2 Living in a rooming house**

### Non-urgent repairs

For non-urgent repairs, the resident needs to write to the rooming house owner telling them what needs to be repaired. Residents should use Consumer Affairs Victoria's 'Notice to Owner of Rooming House' form. The rooming house owner then has 14 days in which to make sure the repairs are carried out

Where the resident has given notice in writing requesting repairs and the rooming house owner has arranged the repairs within 14 days, the resident must continue to pay rent.

If the rooming house owner does not carry out the repairs within 14 days of receiving the notice, the resident can send a copy of the notice to Consumer Affairs Victoria with a letter asking for an inspection and a subsequent report.

If the repairs still haven't been done after the resident has received the inspection report from Consumer Affairs Victoria, the resident has 60 days in which to apply to VCAT for a repair order.

Residents must continue to pay rent even if the rooming house owner has not arranged for the repairs to take place.

However if the matter has gone to VCAT, the resident can apply for the rent to be paid into a special account while the issue is being sorted out.

### Respecting the privacy and comfort of others

Rooming house residents have the right to use the room and the rooming house facilities and not be bothered by other residents. This means that residents are not allowed to disturb the privacy, peace and quiet of other occupants.

Likewise, rooming house owners must not unreasonably restrict or interfere with a resident's privacy, peace and quiet or proper use and enjoyment of the room and the communal facilities.

## Entering a resident's room

A rooming house owner can only enter a resident's room without prior notice:

- if the resident agrees at the time
- to provide a service during the hours stated in the house rules
- in an emergency, to save life or valuable property.

The rooming house owner can also enter for the reasons listed below, but they must give residents at least 24 hours written notice stating the reason for entering.

The notice can be given to the resident by post or by giving it personally to the resident between the hours of 8.00am and 6.00pm.

When a rooming house owner has followed the rules above and wishes to enter a resident's room they can only enter between 8.00am and 6.00pm and not on public holidays.

The reasons for a 24 hour notice of entry are:

- to show the room to possible new residents if a resident has already given notice or has been given written notice to move out
- to show people through who are interested in buying the rooming house or lending the owner money on it
- to do something the law says a rooming house owner must do

- to confirm a reasonable suspicion that a resident has not met their duties as a resident
- to make a general inspection, once in any four-week period.

If visiting the room, the rooming house owner must:

- behave in a reasonable manner
- not stay any longer than necessary, unless it is with the resident's permission.

## Rooming Houses

### 2 Living in a rooming house

## Violent situations

If a resident or a visitor is being violent or putting anyone in the rooming house in danger, the rooming house owner can use one of two official notices – a ‘Notice to Leave’ or a ‘Notice to Vacate’.

### ‘Notice to Leave’

If the rooming house owner wants the resident or visitor to leave immediately, they can give them the official ‘Notice to Leave to Resident/s of Managed Premises or Resident’s Visitor’ form. The notice must be given as soon as it is safe to do so.

The resident or resident’s visitor must then leave the rooming house and is suspended from coming back for two business days.

The person given the ‘Notice to Leave’ can be fined \$1000 if they do not leave the rooming house immediately. They can also be fined \$1000 if they return to the rooming house during the suspension period.

The rooming house owner may decide during the suspension period to apply to VCAT to permanently evict the resident. This extends the suspension period until VCAT deals with the application. The rooming house owner must apply within two business days of giving the notice.

The resident can resume occupancy of the room at the end of the suspension period if the rooming house owner does not apply to VCAT during the suspension period.

The rooming house owner may apply to VCAT for a decision on whether residents can return to the rooming house or be evicted permanently. The resident has the right to attend the VCAT hearing and tell their side. It is important that residents keep in contact with VCAT so they can be told the time and date of the hearing.

The resident must pay rent and any other charges for the days they are suspended, unless VCAT decides otherwise.

### ‘Notice to Vacate’

The second option when a rooming house owner wants to evict a resident because of a violent situation is to give the resident a ‘Notice to Vacate to Resident/s of a Rooming House’ form.

A ‘Notice to Vacate’ given for this reason can tell the resident to move out on the same day it is given, or on a later date.

If the resident does not leave by the date in the ‘Notice to Vacate’, they cannot be forced to leave unless VCAT has made an order telling them to do so. The owner needs to apply to VCAT within 30 days of the date on which they had requested that the resident leave.

## “ *Part three* *Ending a residency* ”

# 3

### When a resident wants to leave

If the rooming house or the resident's room in the rooming house is totally destroyed, partly destroyed and unsafe, or becomes unfit for living in, the resident is allowed to leave immediately.

In any other case, the resident must give the rooming house owner at least two business days notice. Residents may let the owner know verbally that they are leaving, but must also put it in writing if the rooming house owner asks them to do so. It is a good idea to put information such as this in writing anyhow.

Residents and rooming house owners should sign any notice they write.

If a resident leaves without giving notice, they must pay rent for the two days after they leave if a new resident did not occupy the room in that time.

When leaving, residents must always pay the rent and any other charges right up to the last day.

### Giving a notice of intention to vacate a room

The notice should be delivered in one of the following ways.

- Personally to the rooming house owner.
- Left for the rooming house owner at their residence or business with a person apparently over the age of 16 years and apparently living or employed there.
- If the rooming house owner is a corporation, given to an authorised officer of the corporation, employed at its registered office.
- Posted to the rooming house owner at their residence or business, allowing three business days for post or, if the rooming house owner is a corporation, posted to the corporation's registered Victorian address.

It's a good idea to use registered post so there is proof when and where the notice was sent.

See page 19 for information on calculating minimum notice periods.

### When the notice period runs out and the resident has not left

If the notice period given by the resident or the rooming house owner to end the residency has run out and the resident has not left, the rooming house owner can apply to the Victorian Civil and Administrative Tribunal (VCAT) for a possession order instructing the resident to vacate.

The resident has the right to attend a hearing and give evidence. VCAT hears and considers both sides.

## When a rooming house owner wants a resident to move out

A rooming house owner must give a resident proper written notice to vacate on an official 'Notice to Vacate to Resident/s of Rooming House' form.

If the resident does not leave, the rooming house owner must then apply to VCAT for a hearing to determine whether or not the resident must leave.

Only the police can carry out an eviction after VCAT has granted possession to the rooming house owner.

A rooming house owner may be fined up to \$2000 for trying to force a resident to leave, either physically or in some other way not covered by the Act. The rooming house owner may also be responsible for any losses incurred by the resident as a result of the illegal eviction.

If a rooming house owner attempts to force a resident to leave in a way not covered by the Act, the resident may seek a restraining order from VCAT against the rooming house owner.

A 'Notice to Vacate' must:

- be written on the 'Notice to Vacate to Resident/s of Rooming House' form
- be addressed to the resident
- give a valid reason
- be signed by the rooming house owner or their representative
- allow the correct amount of notice time
- give the date for the resident to leave
- be sent by registered post or given to the resident in person.



**Reasons and minimum notice periods when a rooming house owner gives a 'Notice to Vacate'**

Reason for giving a 'Notice to Vacate to Resident/s of Rooming House'	Minimum notice period for each reason (Allow extra time whether mailing or delivering by hand. Check page 19 to calculate the time needed.)
Deliberately or recklessly causing or allowing serious damage to a rooming house.	Immediate notice
Putting people or property in the rooming house in danger.	Immediate notice
Seriously disrupting residents.	Immediate notice
Seven days or more rent owing.	Two days
Breach of VCAT compliance order or compensation order.	Two days
Two 'Breach of Duty' notices have already been served and the same problem arises again.	Two days
Premises used for illegal purposes. Cont.	Two days

Reason for giving a 'Notice to Vacate to Resident/s of Rooming House'	Minimum notice period for each reason (Allow extra time whether mailing or delivering by hand. Check page 19 to calculate the time needed.)
<p>Planned reconstruction, repairs or renovations (for which all necessary permits have been obtained) cannot be carried out properly unless the resident vacates the room.</p> <p>(Note: the rooming house owner must offer an alternative room if one is available.)</p>	60 days
The rooming house is to be demolished and all necessary permits have been obtained.	60 days
The rooming house is to be sold or offered for sale with vacant possession.	60 days*
No specified reason, but not because residents have been exercising their rights or saying they will do so.	120 days

\* Where a rooming house has been sold, and the owner wishes to give the resident a 'Notice to Vacate', the notice must be given within: 14 days of entering into an unconditional contract; or 14 days after the last condition of a conditional contract has been satisfied.

### Mortgagee's right to give a 'notice to vacate'

If the rooming house owner has put the rooming house up as security for a loan, the lender (mortgagee) may have the right to take possession of the rooming house if the loan payments are not kept up.

In these cases, the lender (mortgagee) is permitted to give the resident a 'Notice to Vacate to Resident/s of Rooming House'. The notice must give 28 days notice to the resident.

### When a resident receives a notice to vacate

If the resident receives a 'Notice to Vacate' they can move out or:

- challenge the notice if they believe it was not given properly or if they disagree with the reason it was given, or
- ask for more time before they have to move out.

VCAT can make special allowances when making a decision to avoid severe hardship to rooming house residents or owners.

For more information on challenging a notice call Consumer Affairs Victoria or a Tenant Advisory Service, listed on the inside back cover.

### Evicting a rooming house resident

The rules on evicting a rooming house resident apply to both rooming house owners and managers.

VCAT deals with applications for an order to evict a resident if:

- notice given by the resident, a mortgagee, or the rooming house owner has run out and the resident is still there
- the rooming house owner has suspended the resident for violent or dangerous behaviour, see page 12.

The resident has the right to attend the hearing and give evidence. VCAT hears and considers both sides.

### When a resident has been given a 'Notice to Vacate'

If VCAT makes a possession (eviction) order, the rooming house owner must not use force against the resident. Only the police or other authorised persons enforce possession orders.

### When a 'Notice to Leave' has been given

If the resident has been suspended and is therefore not at the rooming house, VCAT may not know where to send information regarding the hearing. Residents should contact VCAT to find out if the rooming house owner has applied to evict them and if so, the time and date of the hearing.

VCAT may decide that the rooming house owner should not have suspended the resident. In this case, the rooming house owner must let the resident back in, and can be ordered to refund the rent or hire charges paid for the days the resident was suspended. If the suspension notice is upheld, the resident must stay away from the rooming house permanently.

## Calculating minimum notice periods

When giving a notice it is important to add extra time to the minimum notice period when sending the notice by mail and when giving it in person.

The following table shows the total number of days to allow when a notice is sent by registered post.

When sending by post, more days should be added for any public holidays that fall within the postal period.

Minimum notice period	Posted on Monday	Posted on Tuesday	Posted on Wednesday	Posted on Thursday	Posted on Friday
Immediate	3	3	3	5	5
2 days	6	6	6	8	8
28 days	32	32	32	34	34
60 days	64	64	64	66	66
90 days	94	94	94	96	96
120 days	124	124	124	126	126

The following table shows the total number of days to allow when a notice is given to the other party by hand.

Minimum notice period	Given on Monday	Given on Tuesday	Given on Wednesday	Given on Thursday	Given on Friday
Immediate	-	-	-	-	-
2 days	4	4	4	4	4
28 days	30	30	30	30	30
60 days	62	62	62	62	62
90 days	92	92	92	92	92
120 days	122	122	122	122	122

“  
**Part four**  
*When a resident  
leaves a rooming house*  
”

4

**Where a bond has been paid**

At the end of a residency, the resident and the rooming house owner must complete and sign a 'Bond Claim' form. The resident and the rooming house owner should attempt to agree on how the bond money is to be divided up. For example, there may be some rent unpaid, or there may be some property damage which needs to be repaired. The agreed division should be set out in the 'Bond Claim' form, which is forwarded to the Residential Tenancies Bond Authority (RTBA).

Residents should never sign a blank 'Bond Claim' form.

**Bonds provided by the Director of Housing (DoH)**

Where the DoH provided a bond loan, the resident is not permitted to agree to the release of any of the bond to the rooming house owner.

The RTBA will pay out the bond to the DoH at the end of the residency once it receives the completed 'Bond Claim' form. If a 'Bond Claim' form is not lodged, the DoH will not know that the residency has ended and the bond amount will remain registered as an outstanding debt against the resident.

If there is any claim by the rooming house owner provided by the DoH, the claim must be heard by the Victorian Civil and Administrative Tribunal (VCAT).

**Rooming Houses**

4 When a resident leaves a rooming house

### When the rooming house owner makes a claim on the bond

In some circumstances the rooming house owner may make a claim on the bond.

A rooming house owner can make a claim on the bond for:

- damage caused by the resident or the resident's visitors
- cleaning expenses
- the resident abandoning the premises
- the resident leaving the rooming house owner to pay bills that the resident should have paid
- loss of the rooming house owner's goods
- unpaid rent.

Costs due to fair wear and tear cannot be claimed.

If there is disagreement about the division of the bond, the rooming house owner must apply to VCAT within 10 business days of the resident vacating the premises.

### Owner claiming compensation

The rooming house owner may also claim compensation over and above the amount of the bond. In such cases, the rooming house owner needs to make a separate application to VCAT for compensation.

### When a resident abandons a room

A rooming house owner can re-let a room if the room has been abandoned and it is at least 14 days since the last rent payment was due.

The rooming house owner may apply to VCAT for an order declaring that the resident has abandoned the room.

## Belongings left behind

Residents should take belongings with them and leave a forwarding address when they end a residency.

If any personal documents or goods are left behind, arrangements should be made for them to be collected by the resident. If these arrangements cannot be made, there are procedures rooming house owners can follow.

The rooming house owner cannot refuse to give back any of a resident's belongings, even if the resident owes rent.

A resident who suffers a loss because the rooming house owner did not comply with the law can apply to VCAT to be compensated.

If, in complying with the law, a rooming house owner stores and auctions the goods and suffers a loss, they can also apply to VCAT to be compensated.

## Personal documents

Personal documents include official documents, photographs, correspondence, and any other documents which a person would reasonably be expected to keep.

When personal documents are left behind the rooming house owner must:

- take reasonable care of the documents for at least 90 days
- let the resident reclaim the documents after paying back any money the rooming house owner had to spend to remove and care for them.

A \$2000 fine can be imposed for not letting a resident reclaim documents when they were willing to pay a reasonable amount to cover those costs.

If a rooming house owner complies with the requirements set out in the Act and the resident does not claim the documents, the rooming house owner can dispose of the documents.

The rooming house owner can then apply to VCAT to be compensated for the cost of looking after and removing the documents.

## Goods

### Goods that can be disposed of

The requirements under the Act do not apply to perishable foods or goods that are dangerous or of no monetary value. In such cases the goods may be disposed of, regardless of their total value.

All other goods need to be stored unless removal, notification, storage and auction costs for the goods would be more than the auction proceeds. Rooming House owners can assess whether under the Act the goods can be disposed of or must be stored. Alternatively they can request that Consumer Affairs Victoria inspect the goods and make a formal assessment. To request an inspection, write to the Director of Consumer Affairs Victoria at the address on the back cover. A 'Request for Inspection of Goods Left Behind' form is available from Consumer Affairs Victoria.

### Goods that must be stored

If a resident leaves goods behind in the rented premises which are not allowed to be disposed of, the rooming house owner is required to follow set timelines and procedures including:

- storing the goods for 28 days
- notifying the resident, either by notice to the resident's forwarding address or by advertising in a daily newspaper within seven days of storage, that the goods can be collected from the rooming house owner
- letting the resident reclaim the goods after they have paid the costs to cover any reasonable expenses incurred by the rooming house owner in complying with the Act.

The Act sets out the procedure for:

- selling the goods at auction after the required storage period has ended
- claiming the costs of storage, advertisement and sale
- dealing with excess money raised by the sale of goods left behind.

A \$1000 fine can be imposed for not allowing a resident to reclaim goods when they were willing to pay a reasonable amount to cover those costs.

There are specific requirements when disposing of goods. Contact Consumer Affairs Victoria for more information.

## Providing a forwarding address

It's a good idea for residents to leave a forwarding address and phone number when leaving a rooming house.

The new address and phone number should be given to the rooming house owner, and also to VCAT (if an application has been made) and the RTBA on the 'Bond Claim' form. This will make it easier for all concerned if the resident needs to be contacted for any reason, especially if a resident needs to receive bond money.



## *“Part five Solving residency problems”*

# 5

Ideally, residents and rooming house owners should solve any problems by coming to an agreement. Of course, the agreement must be within the law. To prevent future problems, any agreement should be put in writing and signed by both parties.

If a resident or a rooming house owner wants to enforce their rights under the law, they usually have to give a formal notice explaining the issue to the other person. The relevant notices are available from Consumer Affairs Victoria.

A notice always needs to state what the resident or rooming house owner wants done and when it must be done by. The amount of time to comply with the notice varies and depends on the type of problem.

Notices other than a ‘Notice to Vacate’ should be:

- delivered in person to the resident or rooming house owner, or
- if the person is a corporation, given to an authorised officer of the corporation who is employed at its registered office, or
- left for the person at their home or business address with a person apparently over 16 years of age and apparently living or employed there, or
- posted to the person at their residence or business or if the person is a corporation, to the corporation’s registered Victorian address.

It's a good idea to use registered post so there is proof when and where the notice was sent. Refer to page 19 for information on minimum notice periods.

### Using the Victorian Civil and Administrative Tribunal (VCAT)

VCAT has a Residential Tenancies List specifically for hearing disputes between rooming house residents and rooming house owners.

Application forms are available from VCAT ([www.vcat.vic.gov.au](http://www.vcat.vic.gov.au)), Consumer Affairs Victoria and Tenant Advisory Services.

An application to VCAT should include:

- a completed and signed application form
- payment for lodging an application (except for bond claims)
- copies of all notices that have been given or sent
- copies of any other documents which are important for the claim such as receipts, letters, photographs, statutory declarations, and reports from the Director of Consumer Affairs Victoria. The originals of these documents must be available at the VCAT hearing.

Usually, the only cost involved in the hearing is the application fee. In exceptional circumstances this fee may be waived, depending on set criteria regarding income and social security status. Residents and rooming house owners should contact VCAT or a Tenant Advisory Service for information on the fee waiver.

### Hearing date and time

VCAT informs the resident and the rooming house owner of the date, time and place of the hearing. VCAT should be contacted for advice on seeking an adjournment or rehearing.

### How VCAT operates

VCAT hearings take place in country Victoria as well as in the city and suburbs. The hearings are open to the public.

It is important to be well prepared for any hearing. Residents should ask a Tenant Advisory Service for help in preparing for a hearing. See the list on inside back cover.

The VCAT Member, who is a lawyer, will hear and consider all the evidence from both sides. This includes evidence from witnesses, and looking at photographs and other documents brought to the hearing by the resident and the rooming house owner.

VCAT, in exceptional circumstances, may order one side to pay the other side's costs.

VCAT's decisions are made on the day of the hearing. They must be obeyed by the resident and the rooming house owner in the same way as a court order needs to be complied with.

### **Urgent VCAT cases**

In cases of extreme hardship, residents and rooming house owners can ask for their case to be heard quickly. A letter explaining why must be sent along with the application.

### **Interpreters at VCAT**

VCAT can provide interpreters but only for the parties involved in the dispute – not for witnesses or friends.

If an interpreter is required, VCAT needs to be told at the time of making the application. VCAT will then arrange for an interpreter free of charge.

Friends or relatives are generally not allowed to interpret for a resident or rooming house owner at a hearing.

## Consumer and Tenant Services

Consumer Affairs Victoria contracts community groups across Victoria to provide advice to public and private tenants, residents, and also provides information to landlords.

Interpreter services are available through all the agencies listed below.

**METROPOLITAN MELBOURNE**  
Tenants Union of Victoria Ltd  
55 Johnston Street FITZROY 3065  
Tel: (03) 9416 2577  
Website: [www.tuv.org.au](http://www.tuv.org.au)

Tenants Union of Victoria Ltd  
251 High Street PRESTON 3072  
Tel: (03) 9416 2577

Tenants Union of Victoria Ltd  
175 Glenroy Road GLENROY 3046  
Tel: (03) 9416 2577

Consumer Affairs Program  
Brimbank  
822 Ballarat Road DEER PARK 3023  
Tel: (03) 9363 1811  
Email: [brimbankcc@vicnet.net.au](mailto:brimbankcc@vicnet.net.au)

Consumer Affairs Inner East  
1030 Whitehorse Road  
BOX HILL 3128  
Tel: (03) 9898 3416  
Email: [ietis@infoxchange.net.au](mailto:ietis@infoxchange.net.au)

Springvale Community Aid &  
Advice Bureau  
5 Osborne Avenue SPRINGVALE 3171  
Tel: (03) 9546 5255  
Email: [scaabspr@vicnet.net.au](mailto:scaabspr@vicnet.net.au)

Consumer and Tenant  
Resource Centre Outer East  
Suite 11, 5-7 Chandler Road  
BORONIA 3155  
Tel: (03) 9761 0288  
Email: [catrcoe@vicnet.net.au](mailto:catrcoe@vicnet.net.au)

Peninsula Community Legal  
Centre  
Chatsworth House  
Suite 2-4, 431 Nepean Highway  
FRANKSTON 3199  
Tel: (03) 9783 3600  
Freecall: 1800 064 784  
Email: [penclc@vicnet.net.au](mailto:penclc@vicnet.net.au)

**REGIONAL**  
Anglicare Gippsland  
53-55 Buckley Street MORWELL 3840  
Tel: (03) 5133 9998  
Email: [contengr@anglicarevic.org.au](mailto:contengr@anglicarevic.org.au)

Consumer Affairs Geelong  
(Jindara)  
202 Myers Street GEELONG 3220  
Tel: (03) 5229 4711  
Email: [jindara@jindara.org.au](mailto:jindara@jindara.org.au)

Consumer Affairs Ballarat  
115 Lydiard Street North  
BALLARAT 3350  
Tel: (03) 5337 3333  
Email: [ebrown@cafballarat.org.au](mailto:ebrown@cafballarat.org.au)

Consumer Affairs Daylesford  
13 Hospital Street DAYLESFORD 3460  
Tel: (03) 5348 3928  
Email: [ckirkpatrick@cafballarat.org.au](mailto:ckirkpatrick@cafballarat.org.au)

Consumer Affairs Bacchus  
Marsh  
12 Grant Street  
BACCHUS MARSH 3340  
Tel: (03) 5367 1588  
Email: [cdowns@cafballarat.org.au](mailto:cdowns@cafballarat.org.au)

Consumer Affairs Ararat  
4 Banfield Street ARARAT 3377  
Tel: (03) 5352 2910  
Email: [ebrown@cafballarat.org.au](mailto:ebrown@cafballarat.org.au)

Consumer Affairs South West  
135 Kepler Street  
WARRNAMBOOL 3280  
Tel: 1300 361 680  
Email: [cclv@comconnect.com.au](mailto:cclv@comconnect.com.au)

Consumer Affairs South West  
33 Otway Street (Community Health  
Centre) PORTLAND 3305  
Tel: (03) 5523 4000  
Tel: 1300 361 680  
Email: [buhe@comconnect.com.au](mailto:buhe@comconnect.com.au)

Consumer Affairs South West  
92 Thompson Street HAMILTON 3300  
Tel: 1300 361 680  
Email: [gbarker@comconnect.com.au](mailto:gbarker@comconnect.com.au)

Consumer and Tenancy Advice  
Service Inc.  
110 Hume Street WODONGA 3690  
Tel: (02) 6024 7829  
Email: [cataswod@albury.net.au](mailto:cataswod@albury.net.au)

Consumer and Tenancy Advice  
Service Inc.  
Shop 4, The Strand  
21-23 Reid Street WANGARATTA 3677  
Tel: (03) 5722 1273  
Email: [cataswan@albury.net.au](mailto:cataswan@albury.net.au)

Consumer and Tenancy Advice  
Service Inc.  
162 Maude Street SHEPPARTON 3630  
Tel: (03) 5821 1114  
Email: [catasshp@inet.net.au](mailto:catasshp@inet.net.au)

Kilmany UnitingCare  
113 Cunninghame Street SALE 3850  
Tel: (03) 5144 7777  
Email: [conten@bairnsdale.kilmany.org.au](mailto:conten@bairnsdale.kilmany.org.au)

Kilmany UnitingCare  
49 McCulloch Street BAIRNSDALE 3875  
Tel: (03) 5153 1146  
Email: [Nickk@bairnsdale.kilmany.org.au](mailto:Nickk@bairnsdale.kilmany.org.au)

Consumer Affairs Mallee  
1/152 Pine Avenue MILDURA 3500  
Tel: (03) 5021 3669  
Email: [conaffairs.mild@ncable.com.au](mailto:conaffairs.mild@ncable.com.au)

Consumer Affairs Mallee  
300 Campbell Street SWAN HILL 3585  
Tel: (03) 5033 1558  
Email: [mtas@inet.net.au](mailto:mtas@inet.net.au)

Consumer Affairs (St. Lukes)  
175-187 Hargreaves Street  
BENDIGO 3550  
Tel: (03) 5440 1100  
Freecall: 1300 656 983  
Email: [stlukes@stlukes.org.au](mailto:stlukes@stlukes.org.au)

Wimmera UnitingCare  
185 Baillie Street HORSHAM 3400  
Tel: (03) 5382 6789  
Email: [info@wimmera.unitingcare.org.au](mailto:info@wimmera.unitingcare.org.au)

Services for older tenants  
Housing for the Aged Action Group Inc  
(Older Tenants Advice Service)  
2nd Floor, Ross House  
247-251 Flinders Lane  
MELBOURNE 3000  
Tel: (03) 9654 7389  
Freecall for Regional and Country  
Victoria: 1800 637 389  
Email: [haag@oldertenants.org.au](mailto:haag@oldertenants.org.au)

**Consumer Affairs Victoria**

Level 2/452 Flinders Street  
Melbourne, Vic, 3000

**Telephone** 1300 55 81 81 (local call charge)

**Facsimile** (03) 9627 6007

**Email** [consumer@justice.vic.gov.au](mailto:consumer@justice.vic.gov.au)

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

TIS 131 450

NRS 9620 1942

**December 2003**

**R-03-01-729**