COMMUNITY HOUSING
Industry Association Victoria

A guide to the Residential Tenancies Act 1997 (Vic)
for Community Housing Organisations

RTA Guide 2026

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1. Overview

The purpose of this guide is to help community housing workers to understand and apply the Residential Tenancies Act 1997 (Vic) (**RTA**).

This guide has been written by CHIA Vic as a plain language outline to residential tenancies law relevant to community housing organisations (CHOs) managing general tenancies and rooming houses. It is a selected summary rather than an exhaustive list and will be updated based on feedback from members. This is not intended as a substitute for legal advice, and each organisation should consider the RTA in the context of their own business needs and operating environments.

The RTA is the key legislation setting out the legal framework for residential renting in Victoria, including rules for rental agreements, rent-setting, maintenance and dispute resolution.

The Residential Tenancies Regulations 2021 are subordinate to the RTA and provide guidelines that dictate how the provisions of the RTA are applied.

The RTA also provides power to the Director of Consumer Affairs (the Director) to issue guidelines (Director's Guidelines) which the Victorian Civil and Administrative Tribunal (VCAT) is required to consider when hearing relevant disputes. Director's Guidelines have been published on maintenance; cleanliness; damage; urgent repairs; and endangerment.

This guide summarises how the RTA, RT Regulations and Director's Guidelines direct and inform community housing practice and explains how workers can access the legislation and guidelines as needed.

The CHIA Vic Member Hub contains a series of leading practice tenancy resources including model policies, assessment tools, and fact sheets. For enquiries regarding access to the member hub please email admin@chiavic.com.au.

Should you have any questions or comments on any of the information in this guide, please email leadingpractice@chiavic.com.au.

2. Key resources

The key resources referred to in this guide can be found below.

Key resources	Links
Residential Tenancies Act 1997 (RTA)	RESIDENTIAL TENANCIES ACT 1997 (austlii.edu.au) Residential Tenancies Act 1997 (legislation.vic.gov.au)
Residential Tenancies Regulations 2021 (Regs)	RESIDENTIAL TENANCIES REGULATIONS 2021 (SR NO 3 OF 2021) (austlii.edu.au) Residential Tenancies Regulations 2021 (legislation.vic.gov.au)
Residential Tenancies (Rooming House Standards) Regulations 2023	RESIDENTIAL TENANCIES (ROOMING HOUSE STANDARDS) REGULATIONS 2023 (austlii.edu.au) Residential Tenancies (Rooming House Standards) Regulations 2023 (legislation.vic.gov.au)
Consumer Affairs Victoria (CAV) Director's Guidelines	Guideline 1 - Maintenance
	Guideline 2 - Cleanliness
	Guideline 3 - Damage and fair wear & tear
	Guideline 4 - Urgent repairs
	Guideline 5 - Endanger

3. Definitions

The definitions for common terms used in this guide are set out below.

Term	Definition
CAV	Consumer Affairs Victoria, or the Director of Consumer Affairs
CHO	A registered community housing association or provider managing residential tenancies and/or rooming houses
NTV	A notice to vacate issued in accordance with the RTA
Prescribed form	The style of form required to be used when issuing a notice or providing information to renters and residents
Renter	A person (formerly tenant) who occupies a rental premises under a rental agreement
Resident	In relation to a rooming house, means a person who occupies a room in a rooming house. The term can also be used to refer more generally to anyone who lives in a home on a long-term basis
Rental provider	A residential rental provider (formerly landlord) who manages a residential tenancy
Rental agreement	A residential rental agreement or a rooming house agreement (formerly tenancy agreement) which sets out rights and duties in accordance with the RTA
RTA	The Residential Tenancies Act 1997 (Vic). The principal legislation governing rental housing in Victoria
Rooming house	A building where 4 or more people can live in rented rooms, some of which might be shared with communal facilities, or which has been declared a Rooming House under s19 of the RTA
RHO	A Rooming House Operator (formerly owner) who runs a rooming house
VCAT	Victorian Civil & Administrative Tribunal. A legal institution set up to administer several Acts. For residential tenancies, the Tribunal administers the Residential Tenancies Act 1997
VHR	The Victorian Housing Register. The waiting list for people seeking access to public and community housing

4. Establishing a tenancy

4.1 Prohibited requests

A rental provider must not ask applicants to provide any of the following information when applying for a rental property:

- Whether they have been involved in a dispute or legal action with a rental provider
- Bond history, including whether a claim has ever been made against their bond
- Bank or credit card statements that contain daily transactions
- Any personal information that could be discriminatory, under s6 of the Equal Opportunity Act 2010, unless a written reason explaining why the information is required is provided.

CHOs should only make requests for bank or credit card statements where it is necessary to meet program requirements and should be accompanied by an explanation that a bank or credit card statement is needed for the purposes of verifying household income (in line with requirements of the housing program), so that a rental rebate can be offered. Applicants should be invited to redact the daily transactions from their statement.

Similar prohibitions apply to rooming house applicants.

Further Information	RTA	REGS	CAV
General Tenancies	s30C Residential rental provider must not request prescribed information from applicants	Reg 15 Information which residential rental provider must not require rental applicant to disclose	Applying for a property - Consumer Affairs Victoria
Rooming Houses	s94H Rooming house operator must not request prescribed information from applicants	Reg 41 Information which rooming house operator must not require applicant to disclose	

4.2 Before entering into a rental agreement

Statement on discrimination

Under s29C of the RTA for general tenancies and s94E for rooming houses, application forms must include a statement about unlawful discrimination. This is required to be in the **prescribed form** provided in the Regulations (**Form 3** for general tenancies, **Form 8** for rooming houses). These forms can be downloaded from CAV through the links provided in the table below.

Mandatory disclosures

Before entering into a rental agreement, rental providers must disclose certain information to renters before the agreement is signed:

- If the rental provider intends to sell the property, if an agent has been engaged to sell the property, or a contract of sale has been prepared for the property
- If a mortgagee is taking action for possession of the property, and whether proceedings have commenced to enforce the mortgage
- If the rental provider is the owner property, and if not, that they have a right to rent out the property
- If there is an embedded electricity network, the trading name, ABN, and contact details (including phone number and website) of the embedded network operator, electricity tariffs and any fees that may apply, or where that information can be found
- If the property or common property is known to be the location of a homicide in the last 5 years
- If the property complies with the rental minimum standards
- If the rental provider has received a repair notice for mould or damp related to or caused by the building structure in the last 3 years (applicable from 31 December 2021)
- The date of the most recent checks conducted at the property for gas safety, electrical safety and pool barrier compliance, and any outstanding recommendations from the gas or electrical safety checks
- If the property is heritage listed
- If the property is known to:
    - Be contaminated due to trafficking or cultivation of a drug dependence in the last 5 years
    - Have friable or non-friable asbestos, based on an inspection by a suitably qualified person
    - Be affected by a building or planning application that has been lodged with the relevant authority
- If the property or common area is known to be the subject of any notice, order, declaration, report or recommendation issued by a relevant building municipal building surveyor, public authority or government department relating to any building defects or safety concerns, and if so, details must be provided
- If there is a current domestic building work dispute under the Domestic Building Contracts Act 1995 which applies to or affects the property
- If there is a current dispute under Part 10 of the Owners Corporations Act 2006 which applies to or affects the property
- Whether the property is subject to owners corporation rules, and if so, a copy of the owners corporation rules must be provided.

Similar disclosure requirements apply to rooming houses, noting that the duties to disclose homicides, contamination from drug cultivation or trafficking and asbestos are applicable to the entire rooming house (including all rooms and common areas).

The following additional disclosure requirements are prescribed in the Regulations for rooming house operators:

- If the rooming house operator is licensed under s16 of the Rooming House Operators Act 2016, and if not, whether the rooming house operator is a registered housing association or registered housing provider and is therefore not required to be licenced under s7(1) of the Rooming House Operators Act 2016
- If the rooming house is registered under Division 4 of Part 6 of the Public Health and Wellbeing Act 2008 (note: this is not a requirement for gazetted rooming houses that have: less than 4 occupants; or 4 or more occupants who all reside in self-contained apartments).

These requirements mean that CHOs must ensure the required information is provided to renters before they enter into a rental agreement, and records are maintained as evidence of disclosure. CHIA Vic has developed pro-forma mandatory disclosure checklists for general tenancies and rooming houses to prompt housing staff to check for relevant disclosures – these can be found in the CHIA Vic Member Hub, Tenancy Resource Library. A checklist for general tenancies is also available for download from CAV in the link below. Penalties may apply where there is a failure by the rental provider to adequately disclose.

Further Information	RTA	REGS	CAV
General Tenancies	s29C Residential rental agreement application forms must include prescribed information s30D Information that residential rental providers must disclose before entering residential rental agreement	Reg 14 Statement of information for rental applicants Reg 16 Information which residential rental provider must disclose to rental applicant Form 3 - Statement of Information for Rental Applicants	Unlawful discrimination in renting - Consumer Affairs Victoria Knowing your rights when signing an agreement (lease) - Consumer Affairs Victoria Statement of information for rental applicants Statement of information for rooming house applicants Mandatory Disclosure Checklist
Rooming Houses	s94E Occupancy application forms must include prescribed information s94I Information that rooming house operators must disclose before occupancy commences	Reg 40 Statement of information for occupancy application forms Reg 42 Information which rooming house operator must disclose to applicant Form 8 - Information for rooming house applicants	

4.3 Rental agreements

Residential rental agreements for general tenancies must be in the **prescribed form** which are detailed in the Regulations (**Form 1** and **Form 2**) and are available for download from CAV in the links below.

Rental agreements can be periodic (without an end date) or fixed term (with an end date). Periodic agreements are used for general long-term social housing tenancies and fixed-term agreements are used for THM and other transitional programs.

Where a short or long fixed term agreement ends and is not renewed, it will automatically turn into a periodic agreement without an end date.

The Form 2 long fixed-term agreement was designed to encourage longer fixed-term rental agreements in the private market and is generally not used in community housing.

A copy of the rental agreement must be provided to a renter within 14 days of the agreement being signed.

Rooming house fixed-term agreements must also be in the **prescribed form** which is provided in the Regulations (**Form 7**) and is available for download from CAV in the link below. Periodic rooming house agreements are not required to be in a prescribed form but must not contain terms inconsistent with the RTA.

Further Information	RTA	REGS	CAV
General Tenancies	s26 Residential rental agreements to be in standard form	Reg 10 Standard form residential rental agreements Form 1 - Residential rental agreement of no more than 5 years Form 2 - Residential rental agreement of more than 5 years	Residential rental agreements - Consumer Affairs Victoria Form 1 - Residential rental agreement Form 2 - Residential rental agreement for a fixed term of more than 5 years
Rooming Houses	s93A Fixed term rooming house agreements s94 Power to enter agreements other than fixed term rooming house agreements	Reg 38 Form 7—Fixed term rooming house agreement Form 7 - Fixed term rooming house agreement	Rooming house rental agreements - Consumer Affairs Victoria Rooming house residency agreement

Prohibited terms

Additional terms and conditions may be added to a rental agreement, however there are certain prohibited terms that cannot be included. Renters cannot be required to:

- Take out any form of insurance
- Pay additional rent or penalties if they breach the agreement
- Have the property professionally cleaned or pay the cost for professional cleaning at the end of the tenancy, unless the term is in the form prescribed in Regulation 12
- Pay for the rental provider to prepare the agreement
- Indemnify the rental provider
- Pay for rent in a way that requires additional costs (other than bank or account fees payable on the renter's bank account)
- Use the services of a third-party service provider nominated by the rental provider other than an embedded network
- Pay for or organise maintenance of safety equipment that is the rental provider's responsibility
- Pay a fixed fee for ending an agreement early (unless the basis for calculating the fixed fee has been set out in the agreement).

The agreement also cannot include that:

- The rental provider is exempted from liability for an act of themselves, their agent or a person acting on their behalf
- Rent will be reduced or that the renter will be paid rebates or other payments if the renter does not break the rules in the agreement
- The renter will be bound by a contract they did not agree to in writing, after having an opportunity to review it, before entering into the agreement
- The renter cannot make a claim for compensation because the rental premises are not available on the start date of the agreement
- The renter is liable to pay the renter provider's costs of filing an application at VCAT
- The renter is liable by default to pay an insurance excess for a rental provider's policy.

Similar prohibited terms are applicable to rooming houses, additionally rooming house agreements must not include terms which unreasonably limit the resident's use of utilities. CHOs should assess relevant provisions (s93A to s94AE of the RTA) to ensure rooming house agreements do not include invalid or prohibited terms.

Where prohibited conditions have been included in an agreement, they are not valid, and penalties may apply to the rental provider.

Any additional terms must comply with consumer law and must not exclude, restrict, or modify any of the rights or duties in the RTA or Regulations. Where there is a dispute, a renter can apply to VCAT for an order to declare the term invalid.

Rental rebate terms

As outlined above, the RTA contains restrictions on the use of rental rebates. CHIA Vic obtained legal advice regarding the rental rebate terms due to the potential impact for social housing rental agreements. We have been advised that the RTA provisions should not prevent CHOs from offering rent rebates and do not prevent CHOs from setting conditions on the availability of rebates in their rental agreements.

However, a review of the rebate terms used by CHOs in rental agreements found that some terms are at greater risk of prohibition due to their phrasing or requirements. To ensure rebate terms conform to s27B and s94AD requirements, CHIA Vic recommends CHOs use the following wording:

- *Rebates are available to eligible renters, based on household income.*
- *Rebates can only be assessed if renters make certain information available. Based on the information available, the renter will be offered a rebate based solely on eligibility, not on the basis of compliance with the lease.*
- *If no information is available, no rebate can be calculated or offered.*

CHOs conducting a review of their standard rebate terms should ensure the wording used confirms that there is a set of eligibility and assessment criteria for a rebate and that the wording does not suggest in any way that the issuing of a rebate is a reward for compliance with terms of the rental agreement.

Further Information	RTA	REGS	CAV
General Tenancies	s27B Prohibited terms—general s27C Prescribed terms—professional cleaning, maintenance and related obligations	Reg 11 Prohibited terms Reg 12 Professional cleaning	Residential rental agreements - Consumer Affairs Victoria

	s28 Harsh and unconscionable terms		
Rooming Houses	s94AD Prohibited terms—general s94A Harsh and unconscionable terms	Reg 39 Prohibited terms	Rooming house rental agreements - Consumer Affairs Victoria

4.4 Electronic service of documents

With consent, notices and other documents can be served or given electronically by either party in accordance with the Electronic Transactions (Victoria) Act 2000. Consent can be provided within the rental agreement, or separately in writing. A consent form is available for download from CAV which can be found in the link below.

The RTA provisions will generally state whether the relevant document under the relevant section can be served or given by electronic communication.

Note that for a notice of entry, s88 of the RTA specifies that these may only be given by post or personal delivery. This section does not state that electronic service is permitted, and the VCAT Hub does not provide the option to select service of the notice being given electronically.

Further Information	RTA	REGS	CAV
General Tenancies	s88 What must be in a notice of entry?	Consent to electronic service of notices and other documents	ELECTRONIC TRANSACTIONS (VICTORIA) ACT 2000
Rooming Houses			

4.5 Rooming house rules, rights and duties, and residency rights

House rules

Under the RTA, there are additional powers for managers to control the building and help to protect the safety and quiet enjoyment of residents who live in close proximity and share common areas. These provisions include the ability to set 'house rules' regarding the use of rooms, facilities and common areas in the building.

It is not compulsory for House Rules to be set, but it is common practice for all community housing rooming houses to have house rules.

When residents move in, they must be given a copy of the house rules, and they must also be displayed in the room.

Residents must be given at least 7 days written notice of any proposed changes to house rules. A resident may apply to VCAT if they believe any rules are unreasonable, where VCAT may declare the rule invalid.

RHOs must ensure that house rules are reasonable and enforced consistently and fairly. VCAT may find a house rule to be invalid if evidence demonstrates that a rule has not been enforced on a consistent basis.

For example, if there is a house rule that residents cannot have guests stay overnight, and an RHO knowingly allows a resident to have overnight guests, VCAT may find that this rule has not been consistently enforced and is therefore invalid.

For an indication on how VCAT has considered the reasonableness of house rules related to overnight guests, this case provides a useful discussion: Benham v Housing First Ltd (Residential Tenancies) [2018] VCAT 1282 (17 August 2018)

House rules must be formatted in a specific way to ensure that they can be consistently interpreted and understood. House rules must be consecutively numbered, regardless of any subheadings. House Rules that restart numbering at each subheading or section may be found to be invalid.

Where an RHO issues a notice to a renter for a breach of the house rules, the resident should be able to clearly understand which house rule they have breached, how they have breached it, and how to remedy it.

The notice should quote s119, articulate the house rule number and wording, detail how they broke the house rule with any supporting evidence, and what is required to remedy the breach. Some VCAT cases have been dismissed due to house rules not being clearly articulated on the notice.

Written statement of rights and duties

When residents move in, they must also be provided with a one-page written statement of their rights and duties, which also must be displayed in the room.

This must be provided in the form as approved by the Director of CAV, which is available for download through the link below.

Further Information	RTA	CAV
Rooming Houses	s119 Resident must observe house rules s124 Provision and display of statement of rights and house rules s126 House rules s127 Duties relating to house rules s128 What if house rules are thought to be unreasonable?	Rights and duties of a rooming house resident

Residency rights

Rooming house residents have either an exclusive room right, or a shared room right. Written notice using the relevant **prescribed form** (available for download from CAV in the links below) must be provided to residents informing them of their residency right before moving in.

A resident with exclusive occupancy means the rooming house operator cannot add more people to live in the room without their consent. Where there is a shared room right, the notice informs the proposed resident:

- That they may be sharing the room with other people, as chosen by the RHO
- The maximum number of people that can share the room
- The rent amount payable because it is a shared room, and what rent would have been payable if it were not shared.

As far as CHIA Vic is aware, all community housing rooming house residents have exclusive occupancy, therefore the exclusive occupancy form should be used.

Further Information	RTA	REGS	CAV
Rooming Houses	s92 Residency right s92B Shared room right s92C Notice to resident of residency right		Notice to a proposed resident – exclusive occupancy Notice to a proposed resident – shared room

4.6 Bond payments

A bond is an amount payable by a renter to the rental provider at the start of a rental agreement and must be lodged with the Residential Tenancies Bond Authority (RTBA) within 10 business days of receipt, where it is held in trust for the duration of the tenancy. At the end of a tenancy the bond may be claimed to cover damage and other costs.

The maximum bond amount is no more than one month's rent (unless the weekly rent amount is greater than $900, or VCAT has set a higher bond for the property).

For rooming house residents, the bond cannot be more than 28 days rent for residents on a fixed term rooming house agreement, or not more than 14 days rent for residents who are not on a fixed term agreement.

Further Information	RTA	CAV
General Tenancies	s31 What is the maximum bond? s406 Duty to pay bond to Authority	Lodging the bond with the RTBA - Consumer Affairs Victoria
Rooming Houses	s96 What is the maximum bond?	

4.7 Condition reports

A condition report must be in the **prescribed form** and must contain all the information outlined in the Regulations (**Form 4** for rental agreements, **Form 9** for rooming house agreements). A version of the prescribed form as provided by CAV is available for download in the links below.

The condition report specifies the state of repair and general condition of the property at the start of a tenancy.

A condition report is required regardless of whether a bond has been paid, and rental providers must provide two hard copies (or one electronic copy) signed by the rental provider to renters before they move in.

Renters should check the report and return a signed copy to the rental provider within five business days after moving in, either confirming their agreement with the report, or recording their disagreement with any part of the report. The condition report form encourages rental providers and renters to take photos demonstrating the condition of items, fixtures and fittings at the beginning and at the end of the tenancy.

If a rental provider fails to provide a condition report to a renter prior to moving in, the renter may complete their own condition report and give it to the provider within five business days after moving in.

It is recommended that CHOs have processes in place to ensure a condition report is always provided to renters before moving in.

Evidence of state of repair

If the renter has recorded any defects or outstanding repairs in the returned condition report, this is conclusive evidence of the state of repair of the premises and serves as written notice to the rental provider of the issue/s. If repairs are not completed within the required timeframe, the renter can apply to VCAT to seek an order for the repairs to be completed.

Disputes about the condition report

If either party thinks the condition report is wrong or incomplete and cannot come to an agreement, an application can be made to VCAT to seek to amend it. This must be done within 30 days of the start of the rental agreement.

At the end of the tenancy

The rental provider must complete the exit condition report within 10 days of the end of the tenancy. This must be done in the presence of the renter unless the renter is given reasonable opportunity to be present but does not attend.

If a dispute arises about the condition of the property at the end of the tenancy, the Tribunal must find that the facts within the condition report are proven.

Similar conditions apply to rooming house operators and residents.

Further Information	RTA	REGS	CAV
General Tenancies	s35 Condition report	Reg 18 Form of condition report	Condition reports - Consumer Affairs Victoria

	s35A Residential rental provider or renter may apply to Tribunal to amend inaccurate or incomplete condition report	Form 4 - Condition Report-Rented Premises	Condition report Condition report - rooming house
Rooming Houses	s97 Condition report s98 Condition report is evidence of state of repair	Reg 43 Form 9—Rooming house condition report Form 9 - Rooming house condition report	

4.8 Minimum standards

Rental properties must meet prescribed rental minimum standards before a property is advertised or offered to rent.

Rental providers and their agents must keep evidence that confirms the property complied with the minimum rental standards before it was advertised or made available for rent, and before the renter moved into the property. These records must be available if requested by Consumer Affairs Victoria.

Minimum standards apply to rental agreements that started on or after 29 March 2021, or where a tenancy that started before this date rolled over onto a periodic agreement on or after 29 March 2021. Minimum standards do not apply to rental agreements that rolled over to a periodic agreement before 29 March 2021.

The minimum standards for general tenancies are provided in Schedule 4 of the Regulations. A summary of the requirements for general tenancies is provided below.

General tenancies – minimum standards	
Locks	All external entry doors that are not able to be secured with a functioning deadlock (other than any screen door attached to an external door) 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.
Vermin proof bins	A rubbish bin and a recycling bin must be supplied which can be provided by the local council or must be vermin proof and compatible with local council collection standards.
Toilets	The toilet must be in good working order, installed in a separate room in the property, or in an appropriate room like a bathroom or combined bathroom-laundry.
Bathrooms	Bathrooms must be connected to a reasonable supply of hot and cold water and must have a washbasin and a shower or bath. Showers must have a shower head with a 3-star rating, unless one cannot be installed or will not operate effectively due to the age, nature or structure of the plumbing.
Kitchens	Kitchen facilities must include: • A dedicated cooking and food preparation area

	• A sink in good working order that is connected to a reasonable supply of hot and cold water • A cooktop in good working order that has two or more burners • An oven in good working order.
Laundry facilities	Laundry facilities must be connected to a reasonable supply of hot and cold water.
Structural soundness	The property must be structurally sound and weatherproof.
Mould and damp	All rooms must be free from mould and damp caused by or related to the building structure.
Electrical safety	All power outlets and lighting circuits must be connected to compliant circuit breakers and electrical safety switches (Residual Current Devices).
Window coverings	Windows in rooms likely to be used as a bedroom or living area must be fitted with curtains or blinds that can be opened or closed to reasonably block light and provide privacy.
Windows	All external windows that can be opened must be able to be set in a closed or open position and have a functioning latch to secure the windows against external entry.
Lighting	Interior rooms, corridors and hallways must have access to adequate light, whether natural or artificial to make them functional. During the day, natural light can include light borrowed from an adjoining room. At night, renters should have access to artificial light.
Ventilation	Each habitable room including the bathroom, shower, toilet and laundry must have adequate ventilation, appropriate to the relevant building code for the class of building.
Heating	All 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, an energy efficient fixed heater in good working order must be installed in the main living area (unless it would be unreasonable to do so in a Class 2 building). A guide to the minimum rental standards for heating is available to download from CAV in the link below.

*Exemptions for heritage listed properties apply for some minimum standards.

If a property does not meet minimum standards renters can:

- Request the repairs are completed before signing the agreement
- Choose not to move into the property and not pay rent until the minimum standards have been met
- End the agreement immediately without fees, by notifying the rental provider that the property does not meet minimum standards
- Proceed with moving in, then make a request for an urgent repair.

A renter can make a request for urgent repairs to meet the standards at any time during a tenancy if a property falls below minimum standards.

Rooming houses have their own set of minimum standards which are detailed in the Residential Tenancies (Rooming House Standards) Regulations 2023.

CHIA Vic has commissioned Moores to develop a guide for rooming house operators which can be accessed through the CHIA Vic Member Hub, Tenancy Resource Library.

Further Information	RTA	REGS	CAV
General Tenancies	s65A Occupation of rented premises that do not comply with rental minimum standards s65B Advertising of premises for rent that do not comply with rental minimum standards s72 Urgent repairs	Reg 29 Rental minimum standards Schedule 4 - Rental Minimum Standards Schedule 6—Rental minimum standards – Community Housing	Rental properties - minimum standards - Consumer Affairs Victoria Minimum rental standards for heating - Residential Tenancies Regulations 2021
Rooming Houses		RESIDENTIAL TENANCIES (ROOMING HOUSE STANDARDS) REGULATIONS 2023	Rooming house - minimum standards - Consumer Affairs Victoria

5.Rent and other payments

5.1 Methods of payment and rent in advance

Methods of payment

When setting a method of payment for rent, the rental provider must:

- Not charge the renter for the processing of rent payments (not including the renter's own bank fees)
- Allow the renter to pay rent using Centrepay or by electronic funds transfer
- Not require the renter to pay rent using a cheque that is post-dated.

These same requirements apply for rooming house operators.

Rent in advance

For general tenancies where the weekly rent payable is less than $900 per week, the rent in advance amount must not exceed one month's rent. If rent is paid weekly, the rent in advance must not exceed 2 weeks. Rental providers cannot accept offers of more rent in advance, even if it is unsolicited.

For rooming house residents, the rent in advance amount must not exceed 14 days rent.

Further Information	RTA	REGS	CAV
General Tenancies	s40 Limit on rent in advance s42 Where and how is rent to be paid? s51A Certain application and rent payment fees prohibited	Reg 19 Payment methods for rent	Rent payments and rent in advance - Consumer Affairs Victoria
Rooming Houses	s99 Limit on rent in advance s99A Rent payment	Reg 44 Payment methods for rent—rooming house	

5.2 Utilities, additional property costs & service charges

Utility costs and charges that rental providers and renters are liable for are detailed in s52 and s53 of the RTA and prescribed in Regulation 22. Generally, renters are not liable for charges where the property is not separately metered.

The same requirements apply to rooming house residents with exclusive occupancy to a room (excludes shared rooms), additionally rooming house operators must provide residents with a separate schedule of amounts relating to the services before they move in. During their tenancy, an itemised account showing their individual usage of the services must also be provided.

Service types and responsibilities are tabled below:

Service type	Rental provider	Renter
Water and sewerage	• Water supply and sewerage or drainage services, including pumping out and cleaning of sewerage and septic tanks (unless the damage was caused by the renter) • Cartage charges for drinking water (unless charges are related to the amount of water supplied to the rented premises during the renter's occupation) • Cartage charges for refilling fire safety water tanks • Water usage and sewerage disposal, where the property is not separately metered.	• Water usage and sewerage disposal, where the property is separately metered.
Electricity, gas and oil	• Initial installation for electricity, gas, bottled gas or oil supply service connections • Supply and use of electricity, gas (except bottled gas) or oil, where the property is not separately metered.	• Use of gas bottles (including supply and hire of the bottles) • Supply and use of electricity, gas or oil, where the property is separately metered.
Phone and internet	• Initial installation of fixed internet and telecommunications connections, including through the NBN*.	• Usage costs for phone and internet • General connection fee to set up an existing phone line at the property.

*NBN connections – rental providers should cover all costs in ensuring properties are NBN ready (including any NBN new development charges) and renters are responsible for any setup and plan fees charged by their ISP in relation to their chosen plan.

Additional property costs and service charges

Where facilities or utilities that a renter or resident would ordinarily pay are not separately metered, the most common approach has been to incorporate the charges into the rent calculation as an "additional property cost". A recent VCAT decision Unison Housing v Nelson (Residential Tenancies) [2023] VCAT 1097 (20 September 2023) followed by a regulatory guidance note have impacts for CHOs who utilise additional property costs.

The Tribunal found that the additional property costs in this case were not "rent" but instead a "service charge" as defined by the RTA, and that the CHO seeking to impose a charge for these services, must use a service charge under s57 and s109A.

CHIA Vic has commissioned legal advice (available upon request) which outlines the potential impacts for the community housing sector and considerations for CHOs with regard to additional property costs. Rent setting resources are also available in the CHIA Vic Member Hub, Tenancy Resource Library. CHOs should consider this general legal advice and review the rent setting guidance documents when establishing or reviewing policies and procedures on service charging. This is a complex and uncertain area, so obtaining independent legal advice specific to the unique circumstances of any individual rent setting approach is also encouraged. CHIA Vic is advocating for changes to the RTA to make service charge provisions fit-for-purpose.

Further Information	RTA	REGS	CAV
General Tenancies	s52 Renter's liability for various utility charges s53 Residential rental provider's liability for various utility charges s57 Homes Victoria or registered housing agency may impose service charge	Reg 22 Utility charges	Paying for utilities and services - Consumer Affairs Victoria
Rooming Houses	s108 Separately metered rooms s109 Schedule of services provided to be given to resident s109A Homes Victoria or registered housing agency may impose service charge on resident		

5.3 Rent increases

Income-based rent increases

Sections 44 and 101 of the RTA outlines rent increase provisions, including that rent cannot be increased during a fixed term agreement and may only be increased once every 12 months. Note these only apply to market-based rent increases, as income-based rent (rebated rent) is separately defined under s3 of the RTA:

> *"rental rebate" means a rebate of rent, or any other reduction in rent, granted to a renter or resident of a rooming house by Homes Victoria or a registered agency.*

Sections 44(4B) and 101(5B) clarify that a change to a rental rebate does not constitute a rent increase where the rental provider is the Director of Housing or a registered housing association or a registered housing provider. The list of registered associations and providers is available via the following link: Housing Registrar Public Register - Housing Associations and Providers.

CHOs can increase the rent amount payable for rental rebates within a 12-month period, provided the amount payable does not exceed the market-based rent as set on the rental agreement or on the most recently served 90-day notice of market-based rent increase.

Market-based rent increases

Increases to market-based rent (unrebated rent) for general tenancies, require at least 90 days' written notice using the **prescribed form** as provided in the Regulations (**Form 5**). Market-based rent may only be increased once every 12 months as detailed under s44(4A).

Under s44(3) the notice of a proposed market-based rent increase must include:

- The amount of the rent increase
- The method used to calculate the rent increase
- A statement informing the renter that if they believe the rent increase to be excessive, their right to apply within 30 days to the Director of CAV for a review.

To comply with s44(3)(b), the notice of rent increase should contain sufficient information about the method used to determine the new market-based rent that enables renters to be able to determine whether the proposed rent amount is reasonable or should be challenged if they believe it to be excessive. A simple reference to a 'comparative market analysis' or similar, without providing further information about the properties that were used, their location or features may result in VCAT finding the notice to be invalid if challenged. When assessing whether a rent increase is excessive, VCAT will look at a broader range of factors including, the amount of the increase, whether the property has been updated or improved and whether there is outstanding maintenance or disrepair.

For more information, providers may wish to review the following VCAT decisions where notices referencing a market rental comparison alone as the calculation method was insufficient, and the notices were found to be invalid:

- Asif v Jian Ding Property Pty Ltd (Residential Tenancies) [2023] VCAT 1042 (7 September 2023);
- Boyce v Mariella Nominees Pty Ltd ATF Lorusso Family Trust (Residential Tenancies) [2023] VCAT 89 (27 January 2023).
- Sied v Homes Victoria (Residential Tenancies) [2025] VCAT 862 (30 September 2025)

Rooming house operators must use the **prescribed form** (**Form 10**) giving at least 90 days' notice of market-based rent increases to residents, but there is no obligation to include details on the process

and calculations used to determine the market-based rent amount. Market-based rent also may only be increased once every 12 months as detailed under s101(5A).

Further Information	RTA	REGS	CAV
General Tenancies	s44 Rent increases	Reg 21 Form of notice of rent increase to renter Form 5 - Notice of proposed rent increase to renter of rented premises	Rent increases - Consumer Affairs Victoria Challenging rent increases or high rent - Consumer Affairs Victoria
Rooming Houses	s101 How much notice of rent increase is required?	Reg 45 Form 10— Rooming house notice of rent increase Form 10 - Rooming house notice of proposed rent increase	Rent changes in rooming houses - Consumer Affairs Victoria

5.4 Arrears management

CHOs should engage with renters as early as possible to resolve any issues with rental arrears, support renters to overcome any financial issues, provide referrals to appropriate services and help renters to sustain their tenancies in line with organisational policies and procedures.

For general tenancies, under s91ZM a notice to vacate for arrears can be issued where a renter is 14 days or more in arrears. For rooming houses, under s142ZF a NTV can be issued to rooming house residents who are 7 days or more in arrears.

A notice to vacate must be in the **prescribed form** as detailed in the Regulations (**Form 6** for general tenancies, **Form 11** for rooming houses) which are also available for download from CAV in the links below.

If rent is not paid by the NTV due date, the rental provider can apply to VCAT for a possession order where VCAT may decide to issue the order or allow the renter to make a repayment agreement. If the renter agrees to a repayment agreement prior to the hearing date, details of the agreement should be lodged with VCAT as soon as possible using the form available for download Payment plan agreement for rent arrears | VCAT which allows VCAT to make an order without proceeding with the hearing. While the agreement specifies that it is applicable to general tenancy applications under s91ZM, the form can also be used for rooming house applications under s142ZF.

Under s331(1A), VCAT may decide to adjourn an application where satisfactory arrangements have been or can be made to avoid financial loss to the rental provider or rooming house operator. Such arrangements may include referring the renter to a financial counselling service to assess their ability to enter into and comply with a payment plan. VCAT may also require a report from that service be provided to the Tribunal.

Five strikes rule

The rental arrears five-strikes rule means the fifth and any subsequent notice to vacate for non-payment of rent is treated differently to the prior NTVs served within a single 12-month period.

The '12-month period' refers to the first 12 months of the rental agreement, and each subsequent anniversary date resets to a new 12-month period. The strikes are cleared at the end of the 12-month period if there are no more NTVs issued during that time.

The first four times a NTV is given, if the renter pays the arrears before the end date specified in the NTV, under s331(4) of the RTA, the Tribunal must dismiss an application for a possession order.

The fifth and subsequent times a NTV is given, the rental provider may apply to VCAT for a possession order, even if the renter pays the outstanding rent.

In the context of social housing, the five-strike rule has little relevance because:

- Social housing providers seek to sustain tenancies and eviction is a measure of last resort; and
- If a renter is continually late with their rent but continues to pay off their arrears, this indicates the need for a discussion and encouragement to pay on time, but it does not indicate that the tenancy is not sustainable.

Additionally, VCAT can only make a possession order if it is reasonable and proportionate in the circumstances to do so. It is hard to imagine VCAT would consider it reasonable and proportionate to end a social housing tenancy on the basis of rent arrears where the arrears have been remedied.

The strike system does not apply to rooming house agreements.

Further Information	RTA	REGS	CAV
General Tenancies	s91ZM Non-payment of rent s91ZZO Form of notice to vacate s330A What is reasonable and proportionate? s331 Order to be dismissed or adjourned in certain circumstances	Reg 37 Form 6—Notice to vacate Form 6 - Notice to vacate to renter of rented premises	Late or unpaid rent (rent arrears) - Consumer Affairs Victoria Notice to vacate to renter/s of rented premises
Rooming Houses	s142ZF Non-payment of rent s142ZT Form of notice to vacate s323 Application for possession order by rooming house operator	Reg 52 Form of notice to vacate to a resident of a rooming house Form 11 - Notice to vacate to rooming house resident	Notice to vacate to resident/s of a rooming house

6. Assets and maintenance

The rental minimum standards prescribe property safety requirements. The Regulations and the prescribed form for rental agreements (Form 1 and Form 2) also incorporate provisions which require regular safety checks and servicing of utilities and appliances.

6.1 Repairs

Under s68 of the RTA, rental providers must ensure the rented premises is provided and maintained in good repair and in a reasonably fit and suitable condition for occupation. This applies regardless of:

- Whether the renter was aware of any disrepair at the property before they moved in
- The amount of rent paid
- The age and character of the property.

If the rental provider also owns or controls the common areas, reasonable steps must be taken to ensure they are also maintained in good repair.

The rental provider is not in breach of this duty where there is damage caused by the renter, and the rental provider has issued a repair notice under s78 requiring the renter to fix the damage.

Renters are responsible for keeping the property reasonably clean and free from damage and must notify the rental provider in writing of any property damage or breakdown of facilities as soon as practicable.

Rental providers must complete non-urgent repairs within 14 days and attend to urgent repairs immediately. The rental provider must ensure that any person who completes repairs are suitably qualified for work that requires a licence or registration. All other repairs must be to the same standard as a tradesperson.

Similar provisions apply to rooming houses. Additionally, any facilities, fixtures, furniture or equipment provided by the rooming house operator must also be maintained in good repair. Where repairs or renovations are being undertaken, steps must be taken to minimise inconvenience and disruption to residents with substitute facilities provided if necessary.

Director's Guidelines – Maintenance

The Director of Consumer Affairs Victoria has issued guidelines which VCAT must consider when determining maintenance disputes and are available for download in the link below.

The guidelines outline additional types of maintenance activities rental providers should undertake, and renter general maintenance responsibilities which are not prescribed in the RTA or the Regulations.

Director's Guidelines – Cleanliness

The Director of Consumer Affairs Victoria has issued guidelines which VCAT must consider when determining disputes regarding cleanliness and are available for download in the link below.

The guidelines outline key factors to consider when determining whether the premises is reasonably clean.

Further Information	RTA	CAV
General Tenancies	s62 Renter must notify residential rental provider of damage s68 Residential rental provider's duty to maintain premises s72AA Renter must report damage and breakdown of facilities to residential rental provider s74 Application to Director to investigate need for non-urgent repairs s75 Application to Tribunal for non-urgent repairs s78 Residential rental provider may give renter repair notice	Repairs in rental properties - Consumer Affairs Victoria Guideline 1 - Maintenance Guideline 2 - Cleanliness
Rooming Houses	s116 Resident must notify rooming house operator of and compensate for damage s120 Rooming house operator must keep room and house in good repair	

6.2 Urgent repairs

Rental providers must ensure urgent repairs are attended to immediately.

Urgent repairs are defined in s3(1) of the RTA and include:

- 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 is not working
- The gas, electricity or water supply is not working
- A cooling appliance or service provided by the rental provider is not working
- The property does not meet minimum standards
- A safety related device, such as a smoke alarm or pool fence is not working
- An appliance, fitting or fixture that is not working and causes a lot of water to be wasted
- Any fault or damage that makes the property unsafe or insecure, including pests, mould or damp caused by or related to the building structure
- A serious fault with a lift or staircase.

CHOs should ensure that renters are aware of the process for seeking urgent repairs to be carried out and that they are provided with the necessary contact details for urgent maintenance requests.

Director's Guidelines – Urgent Repairs

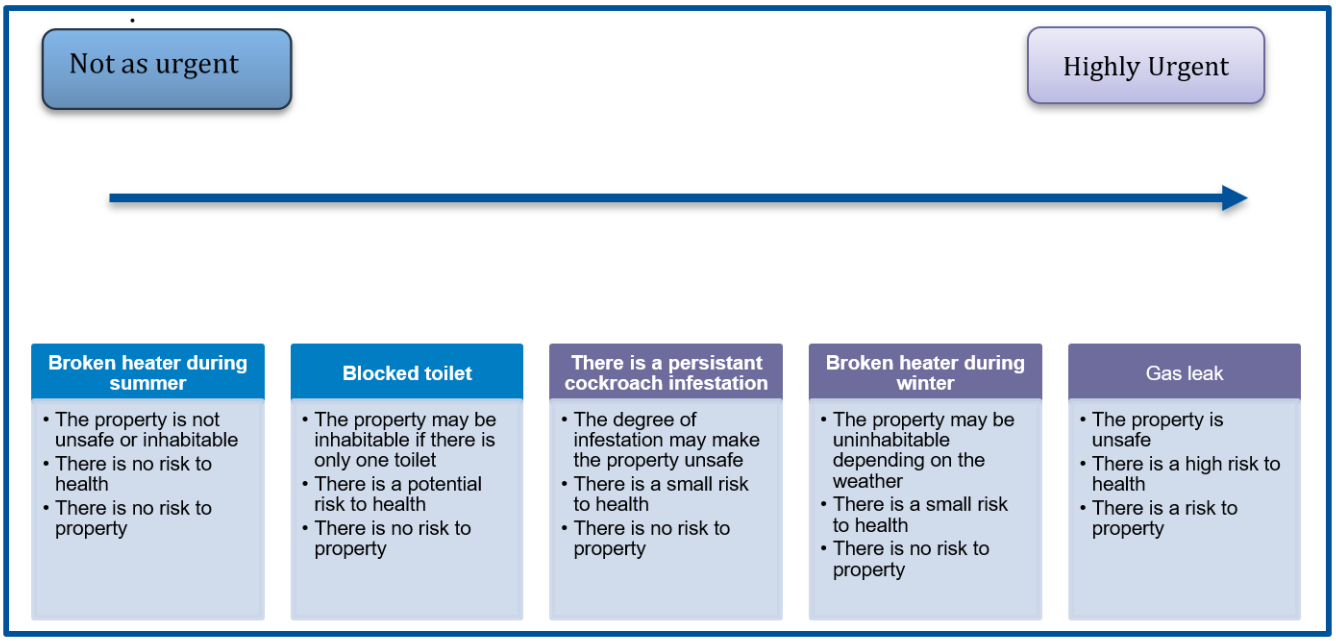
The Director of Consumer Affairs Victoria has issued guidelines which VCAT must consider when determining disputes regarding urgent repairs and are available for download in the link below.

The guidelines provide clarity on the definition of responding 'immediately' to urgent repairs, which is dependent on the urgency of the repair (as urgent repairs are not all equally urgent), and the complexity or significance of the repair.

Considerations which affect the scale of urgency include whether failing to respond to the fault or damage poses a severe risk to the health and safety or renters and/or neighbours or has caused serious damage (or the potential to cause serious damage) to the property or the renter's belongings.

The process of determining level of urgency and risk is illustrated in the guidelines and also shown in Figure 1 below.

Figure 1. Spectrum of urgent repairs – from "not as urgent" to "highly urgent



Considerations which affect the complexity or significance of an urgent repair include repairs which are not simple to resolve, dependencies on other parties, and difficulties with gaining access to the property.

Under s72 of the RTA, a renter may arrange and pay for urgent repairs to be carried out to the rented premises when:

- They have taken reasonable steps to notify the rental provider
- There has not been a prompt response
- The cost for repairs is less than $2500.

The renter must give the rental provider written notice of the repairs carried out with a request for reimbursement within 7 days.

If the rental provider does not reimburse the renter within 7 days, the renter may apply to VCAT for a compensation or compliance order, where VCAT can order the rental provider to repay the renter.

Where the cost for repairs exceeds $2500, renters can apply to VCAT for a repair order. VCAT should review the application within 2 business days and can order the rental provider to arrange and pay for the repairs.

Equivalent provisions apply to rooming house residents carrying out repairs under s129, with the exception of circumstances where there is no immediate danger to the health and safety of the resident, and they are able to use other facilities in the rooming house.

Further Information	RTA	REGS	CAV
General Tenancies	s72 Urgent repairs s73 Application to Tribunal for urgent repairs	Reg 32 Amount—urgent repairs by renter Reg 33 Compliance with efficiency systems for urgent repairs by renter Reg 34 Amount—application by renter to Tribunal for urgent repairs	Repairs in rental properties - Consumer Affairs Victoria Guideline 4 - Urgent repairs
Rooming Houses	s129 Urgent repairs s130 Application to Tribunal for urgent repairs	Reg 48 Amount—urgent repairs by resident Reg 50 Amount—application to Tribunal for urgent repairs	

6.3 Damage and fair wear and tear

Under s61(1) of the RTA, a renter or their visitor must not intentionally or negligently cause damage to the property or any common areas, with the exception of fair wear and tear which is defined in s3(1) of the RTA to mean:

> *"deterioration of the condition of the premises caused by -*
>
> *(a) reasonable use of the premises by a renter or a visitor; and*
> *(b) natural environmental forces"*

Section 61(2) of the RTA clarifies that damage does not count as fair wear and tear.

Director's Guidelines – Damage and fair wear & tear

The Director of Consumer Affairs Victoria has issued guidelines which VCAT must consider when determining disputes regarding damage and fair wear and tear and are available for download in the link below.

The guidelines detail key considerations in distinguishing the difference between damage and fair wear and tear.

Repair notice

Where damage caused by a renter or their visitor has occurred, a rental provider can serve a breach of duty notice, or alternatively serve a repair notice under s78 of the RTA.

A repair notice must be in writing, state the nature of the damage, and state that the damage was caused by the renter. The repair notice can either:

- Require the renter to repair the damage at their expense within 14 days and to the standard a tradesperson would make it, and that if this not completed the rental provider may organise to repair the damage at the renter's expense; or
- Notify the renter that the rental provider will undertake the repairs and the renter will be liable for the reasonable cost of those repairs.

The renter must reimburse the rental provider within 14 days of receiving details of the cost of repairs from the rental provider. If the renter is experiencing hardship, under s79(6) they may give written notice to the rental provider that they require an additional 14 days to reimburse the rental provider.

If the renter does not comply with a repair notice, the rental provider may apply to VCAT under s212 for a compliance order, requiring the renter to either complete the repairs or pay the rental provider's reasonable costs.

CHOs drafting pro-forma repair notices should review the requirements under s78 and ensure that they have processes in place to consider the personal circumstances that led to any damage as well as the financial circumstances of the renter.

This only applies to general tenancies as there is no provision for serving repair notices to rooming house residents.

Further Information	RTA	CAV
General Tenancies	s61 Renter and visitor must not damage premises or common areas s78 Residential rental provider may give renter repair notice s79 Residential rental provider may do repairs and renter liable for costs	Guideline 3 - Damage and fair wear & tear

6.4 Rent special account

Renters must continue to pay rent while waiting for repairs to be completed.

If repairs have not been completed, under s77 of the RTA renters can apply to VCAT to pay their rent into the Consumer Affairs Victoria Rent Special Account where it will be held until the issue is resolved, at such time the rental provider can apply to receive the funds.

Rental providers should have processes in place to alter or suspend rent payments (e.g. direct debit or Centrepay) in the event that a Rent Special Account order is made.

Further Information	RTA	CAV
General Tenancies	s77 Payment of rent into Rent Special Account	Repairs in rental properties - Consumer Affairs Victoria

6.5 Modifications

Modifications where consent is not required

Under s64 of the RTA, renters may make certain changes to their property without the rental provider's consent. These are outlined in Regulation 26 and include the installation of:

- Picture hooks or screws for wall mounts, shelves or brackets on surfaces except exposed brick or concrete walls
- Anchors to secure furniture on surfaces except exposed brick or concrete walls
- LED globes which do not require new light fittings
- Water efficient shower heads (provided the renter retains the original shower head)
- Blind or cord anchors
- Safety devices (sensor lights, security cameras and alarm systems) provided they are not hardwired to the property, can be easily removed, and do not interfere with the privacy of neighbours
- Baby gates, adhesive child safety locks on drawers and doors, and pressure mounted child safety gates
- Non-permanent window film for insulation, reduced heat transfer or privacy
- A wireless doorbell
- Replacement curtains (provided the renter retains the original curtains)
- A lock on a letterbox.

For any other modifications, a renter must not make any alteration, renovation or addition to the property or install any fixtures without the rental provider's consent.

Modifications which require consent, but must not be unreasonably refused

Permission for certain modification requests cannot be refused without good reason, including the installation of:

- Picture hooks or screws for wall mounts, shelves or brackets on exposed brick or concrete walls
- Anchors to secure furniture on exposed brick or concrete walls
- Hardware-mounted child safety gates on exposed brick or concrete walls
- Draughtproofing in homes without open-flued gas heating (includes weather seals and gap filling)
- A security system provided an invoice with the name of the installer is provided to the rental provider at the time consent is requested. It must be installed by a suitably qualified person and not impact on the privacy of neighbours
- Fly screens
- A vegetable or herb garden
- A secure letterbox
- Painting
- Modifications to secure external gates (provided they are not multi-unit dwellings)

- Any modification which contributes to the conservation of a registered place and is proposed to be undertaken in accordance with the Heritage Act 2017.

Other changes which cannot be refused without good reason include modifications that:

- Do not penetrate or permanently changes surfaces, fixtures of the structure of the property
- Are required for health and safety reasons
- Are reasonable disability-related modifications under s55 of the Equal Opportunity Act 2010 and have been assessed as required by an occupational therapist or prescribed practitioner
- Provide the renter with access to phone, internet or television services
- Are reasonable security measures
- Are needed to ensure the safety of a renter or another party to the rental agreement who has been or is being subjected to family violence, or is a protected person under a personal safety intervention order
- Are necessary to make sure the renter is not to hot or cold in the property, or to reduce energy and water usage costs.

Requests which can be refused

Rental providers can refuse modifications if a valid notice to vacate has been given to the renter because the property is about to be sold or vacated, or the modification will:

- Significantly change the property
- Require modifications to other premises or common property
- Result in non-compliance with the law
- Result in extra maintenance costs for the rental provider if the changes are not restored at the end of the tenancy
- Restoring the property to its previous condition is not reasonably practical.

Requirements for modifications

Rental providers may require that:

- Permitted modifications are completed by a suitably qualified person
- Any fixtures, renovations or alterations are restored at the end of the tenancy (with the exception of fair wear and tear)
- The renter pays an amount equal to the reasonable cost of restoring the premises.

Accessibility modifications

Accessibility modifications (also known as disability modifications) are changes to the structure, layout, fixtures, or fittings of homes for older people and people living with disability to enable safe access and comfortable movement. Accessibility modifications are typically prescribed by an occupational therapist (OT) or other specialist medical professionals, specialising in accessibility modifications designed to support a person's ability to live independently and/or safely, at home.

As outlined above, the RTA states that disability-related modifications cannot be unreasonably refused. There are also legislative requirements on CHOs related to disability modifications under the Equal Opportunity Act 2010 and CHIA Vic has developed detailed guidance and templates to help members develop policies and consider accessibility modifications, which are available on the CHIA Vic Members Hub, Tenancy Resource Library.

Rooming house modifications

Rooming house residents do not share the same rights to modify their rooms or common property, however, a rooming house operator must not unreasonably withhold consent for modifications that are reasonable alterations under the Equal Opportunity Act 2010 and where an occupational therapist or other prescribed practitioner has determined they are required (see s115 of the RTA).

Further Information	RTA	REGS	CAV
General Tenancies	s64 Modifications to rented premises	Reg 26 Modifications which can be made without residential rental provider's consent Reg 27 Practitioners Reg 28 Modifications for which residential rental provider must not unreasonably refuse consent	Renters making changes to the property - Consumer Affairs Victoria
Rooming Houses	s115 Resident must not make modifications without consent	Reg 47 Practitioners	

6.6 Pests

Traditionally, responsibility for pest control has been dependent on the cause of the infestation with the relevant duty provisions being s63 (renter's duty to keep premises reasonably clean) and s68 (rental provider's duty to maintain the premises).

The Director of Consumer Affairs Victoria has issued guidelines which VCAT must consider when determining disputes regarding pests and are available for download in the link below.

The guidelines appear to shift the responsibility further towards rental providers, with the Maintenance Guidelines stating that the rental provider's duties under s68 include "managing pest infestations".

This is somewhat contradicted by the Cleanliness Guidelines which cite the Tribunal's interpretation that the presence of rats or mice in the property can be a sign of a lack of cleanliness.

CHIA Vic has recommended changes to the Director's Guidelines to rectify this and to clarify that pest infestations that were present at the start of the tenancy or that are related to building structure are the responsibility of the rental provider, and infestations related to the use of the property (e.g. food or waste inappropriately stored resulting in a cockroach or rodent infestation) are the renter's responsibility.

Further Information	RTA	CAV
General Tenancies	s63 Renter must keep and leave rented premises reasonably clean	Guideline 1 - Maintenance Guideline 2 - Cleanliness

	s68 Residential rental provider's duty to maintain premises s65A Occupation of rented premises that do not comply with rental minimum standards s72 Urgent repairs	Pests, infestations and mould - Consumer Affairs Victoria
Rooming Houses	s114 Resident must keep and leave room reasonably clean	

6.7 Mould

Rental minimum standards apply in relation to mould or damp caused by or related to the building structure e.g. a leaky window that has not been repaired has let rainwater inside resulting in mould or damp. Mould caused by circumstances such as these are deemed to be an urgent repair and are the responsibility of the rental provider to fix.

The Director of Consumer Affairs Maintenance Guidelines make it clear that the rental provider's duty to maintain the premises under s68 of the RTA includes "treating mould or damp that is caused by or related to the building structure". The Guidelines differentiate this with mould or damp that is a renter responsibility where it is "caused by a renter's failure to ensure that care is taken to avoid damaging the premises, for example, by not using exhaust fans in the bathroom".

The mandatory disclosure requirements (see Mandatory disclosures section) require rental providers to notify renters before entering into a rental agreement if the rental provider has received a repair notice for mould or damp related to or caused by the building structure in the last 3 years (applicable from 31 December 2021).

Further Information	RTA	CAV
General Tenancies **Rooming Houses**	s63 Renter must keep and leave rented premises reasonably clean s65A Occupation of rented premises that do not comply with rental minimum standards s68 Residential rental provider's duty to maintain premises s72 Urgent repairs	Guideline 1 - Maintenance Guideline 2 - Cleanliness Pests, infestations and mould - Consumer Affairs Victoria

6.8 Efficiency standards

Minimum efficiency standards apply to replacement water, electricity or gas appliances, fixtures and fittings.

If an appliance or fixture is replaced and does not meet efficiency standards, the rental provider is liable for payment of any ongoing utility costs until it is replaced with one that does meet efficiency standards, and the renter or resident can issue the rental provider with a Notice of breach of duty.

Efficiency rating requirements are detailed under Regulations 23 and 31.

New minimum energy efficiency standards for rental homes have recently been introduced, including requirements for insulation, heating, cooling, and electric systems. These reforms aim to improve comfort, safety, and energy performance and the compliance timeline is staggered, with different dates for the various new requirements.

A temporary exemption from some requirements applies to CHOs while implementation planning and funding are finalised. This exemption is transitional only, and CHOs are expected to prepare for future compliance.

Detailed guidance on the requirements and compliance timelines can be found in CHIA Vic's information sheet on rental minimum standards (available to all CHIA Vic members upon request).

Further Information	RTA	REGS	CAV
General Tenancies	Reg 54 Residential rental provider's liability for charges for supply to non-complying appliances s69 Residential rental provider must ensure rating compliance for replacement appliances s72 Urgent repairs	Reg 23 Efficiency rating systems Reg 23A Efficiency rating systems—community housing or housing provided as part of specialised housing program[1] Reg 24 Ratings—residential rental provider's liability for charges for supply to non-complying appliances Reg 24A Ratings—residential rental provider's liability for charges for supply to non-complying appliances—community housing or housing provided as	Efficiency standards for replacement appliances and fixtures - Consumer Affairs Victoria

[1] Temporary Exemption for CHOs

		part of specialised housing program [2] Reg 31 Rating compliance for residential rental provider's appliances Reg 31A Rating compliance for residential rental provider's appliances—community housing or housing provided as part of specialised housing program	

6.9 Safety standards

Safety related activities in relation to gas, electricity, smoke alarms, swimming pool barriers, relocatable swimming pools and bushfire prone areas are detailed in Regulations 5, 30 and Schedule 3.

Rooming house requirements are outlined in the Residential Tenancies (Rooming House Standards) Regulations 2023.

Gas safety checks

Rental providers are responsible for ensuring regular gas safety checks are carried out, that appliances are maintained in safe working order, and to keep records.

Gas safety checks must be carried out by a qualified gasfitter every two years. Where checks have not been conducted within the last 2 years at the time a renter moves into the property, the rental provider must arrange one as soon as practicable. This also applies to rooming houses.

The following must be inspected as part of a gas safety check:

- That LPG cylinders and associated gas components are correctly installed
- That appliance gas isolation valves are installed where required by AS/NZS 5601.1 "Gas installations"
- That gas appliances and their components are accessible for servicing and adjustment
- That the gas installation is electrically safe
- That clearances from appliances to combustible surfaces are in accordance with installation instructions and AS/NZS5601.1 "Gas installations"
- That there is adequate ventilation for appliances to operate safely

[2] Temporary Exemption for CHOs

- That gas appliances (including cookers) are adequately restrained from tipping over
- Checking the condition of gas appliance flue systems including chimneys
- Checking gas appliances for evidence of certification
- Testing to confirm that all Type A gas appliances are serviced in compliance with AS 4575.

A gas safety check also includes a basic service of gas installations and fittings, including:

- A clean of all dust and debris from appliances including burner, pilot, fan, filters and air intakes
- A check of the integrity of the heat exchanger
- A check of the gas supply and appliance operating pressures
- A check that the gas appliance burner ignition is reliable and complete
- A check for any gas appliance flame abnormality
- A check of the operation of the gas appliance, including safety devices
- A combustion spillage test in accordance with Appendix F of AS4575 "Gas appliances—Servicing of Type A appliances" after service or repair of the heater.

Records for gas safety checks must include the name of the qualified gasfitter, the date the check was completed, and any works completed or outstanding recommendations as a result. Record of the check must be retained until the next safety check record is created.

Rooming house records must include the full name and business details, including the licence number of the qualified gasfitter, the date the check was completed, the address of the rooming house, confirmation that all installations and fitting (including the gas line) have been checked and found safe, and that Type A appliances are serviced in compliance with AS 4575.

A copy of the most recent gas safety check must be provided to the renter upon their request within 7 days.

Rooming house operators must make gas safety check records available to CAV upon their request.

Electrical safety checks

Rental providers are responsible for ensuring regular electrical safety checks are carried out, that appliances are maintained in safe working order, and to keep records.

Electricity safety checks must be carried out by a qualified electrician every two years. Where checks have not been conducted within the last 2 years at the time a renter moves into the property, the rental provider must arrange one as soon as practicable. This also applies to rooming houses.

As defined in the Regulations for general tenancies, an electrical safety check means a check of all electrical installations, fixtures and fittings carried out in accordance with s4 of AS/NSZ 3019 “Electrical installations – Periodic verification”.

The Rooming House Standards set out what must be included in a safety check for rooming houses, which includes a check of all electrical installations, appliances and fittings carried out in accordance with section 4 of AS/NZS 3019 "Electrical installations—Periodic verification” and s2 of AS/NZS 3760 "In service safety inspection and testing of electrical equipment and RCD's".

Effective from 29 March 2023, all power outlets and electrical circuits must connect to both a switchboard-type circuit breaker that complies with:

- AS/NSZ 3190 "Approval and test specification—Residual current devices (current operated earth-leakage devices)"; or
- AS/NSZ 61008.1 "Residual current operated circuit-breakers without integral overcurrent protection for household and similar uses (RCBOs): Part 1: General rules"; or

- AS/NSZ 61009.1 "Residual current operated circuit-breakers with integral overcurrent protection for household and similar uses (RCCBs) Part 1: General rules".

To assist organisations in engaging electricians to complete the necessary checks, an example scope of works is provided below.

Scope of works – electrical safety checks	
Summary	Electrical Safety Check of entire electrical installation, fittings and fixtures - power and light outlets, megger test wiring and service/test smoke alarms. Occupied unit.
Details	Check entire electrical system/installation to occupied unit including all electrical installations, fixtures, fittings, power outlets, lighting points and unit appliances etc. in accordance with s4 of AS/NZS 3019 Electrical Installations – Periodic Verification (as published or amended from time to time). Check, re-terminate, adjust, repair, tighten screws (fixing and terminal), repair burnt/damaged wiring, (sleeve if required). Disconnect smoke alarms, remove all globes/lamps, disconnect/unplug appliances and megger test whole installation with the switches in the "on" position. Check and megger test main earth and repair if necessary. Clean switchboard and refix if required. Reconnect appliances and reset as required. Check & reload fuse wedges to correct ratings or reset circuit breakers. Injection test RCD's, test and service all smoke alarms. Check all gas installations are electrically safe. Record license or registration number of electrician, results of check/tests and any repairs required in report consistent with AS/NZS 3019 Form 1 & 2 and attach to ITP. Undertake identified repairs using appropriate Schedule of Rates items. Record design, make, model, serial number and location of electric appliances (stove/oven, water heater, heater, split system) in ITP. Serial number recorded only where easily accessible on appliance. Record each smoke alarm location and expiry date in ITP. Replace smoke alarms that have an expiry date in less than twelve months' time, using appropriate Schedule of Rates item.

Records for electrical safety checks must include the name of the qualified electrician, the date the check was completed, any works completed and any outstanding recommendations as a result, and a report prepared in accordance with AS/NZS 3019 “Electrical installations – Periodic verification”.

In addition to the above, rooming house records must also include the licence or registration number of the qualified electrician, the report must also be prepared in accordance with AS/NSZ 3760, and confirmation that all power outlets and lighting circuits are connected to a switchboard-type circuit breaker that complies with AS/NZS3000 and a switchboard-type residual current device that complies with AS/NZS3190 or AS/NZ61008.1 or AS/NZS 61009.1.

Record of the check must be retained until the next safety check record is created.

A copy of the most recent electrical safety check must be provided to the renter upon their request within 7 days.

Rooming house operators must make electrical safety check records available to CAV upon their request.

Smoke alarms

Regulations under the Building Act 1993 require smoke alarms to be installed in all residential properties. Smoke alarms must meet Australian Standard AS 3786.

- Are correctly installed and in working order
- Are tested according to the manufacturer's instructions at least once every 12 months

- Batteries are replaced as required.

Additionally, rental providers must provide renters with the following information in writing on or before commencement of the rental agreement:

- How the smoke alarms operate
- How to test the smoke alarms
- The renter's obligations to not tamper with the smoke alarms and to report if a smoke alarm is not in working order.

Where a renter reports a smoke alarm is not in working order, the rental provider must immediately arrange for the smoke alarm to be repaired or replaced as an urgent repair. Repair or replacement of hard-wired smoke alarms must be undertaken by a suitably qualified person.

Additionally, rooming houses must have hard-wired smoke alarms installed.

Swimming pools

Where properties contain a swimming pool:

- The rental provider must ensure the swimming pool barrier is maintained in good repair
- The renter must give written notice to the rental provider if the swimming pool barrier is not in working order
- The rental provider must arrange for the swimming pool barrier to be immediately repaired, as an urgent repair if they are notified it is not in working order.

Renters must not install a relocatable swimming pool without giving written notice to the rental provider and must obtain any necessary approvals before proceeding with installation.

These provisions do not apply where the capacity of a swimming pool or spa has a depth of less than 300mm. The requirement to seek permission and obtain relevant approvals are outlined in the prescribed form of the Residential Rental Agreement, and states:

> *"(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."*

Additional requirements regarding approvals are outlined in the Building Act 1993 (Vic).

Bushfire prone areas

For properties located in a bushfire prone area, as defined under s192A of the Building Act 1993 (Vic), and requires a water tank for firefighting purposes, the rental provider must ensure the water tank and connecting infrastructure is maintained and in good repair, and the water tank must be full and clean at the commencement of tenancy.

Further Information	RTA	REGS	CAV
General Tenancies	s27C Prescribed terms—professional cleaning, maintenance and related obligations	Reg 5 Definitions - "gas safety check' and "electrical safety check' Reg 13 Safety-related activities Reg 25 Safety devices	Rental providers: gas and electrical safety - Consumer Affairs Victoria

	s68A Residential rental provider's duty to comply with safety-related repairs and maintenance requirements s68B Residential rental provider must keep and produce records of gas and electrical safety checks s72 Urgent repairs	Reg 30 Requirements for gas and electrical safety check record keeping Schedule 3 - Safety-related activities	Smoke alarms and fire safety - Consumer Affairs Victoria Swimming pools and spas - safety - Consumer Affairs Victoria
Rooming Houses	s142BA Records of gas and electrical safety checks	RESIDENTIAL TENANCIES (ROOMING HOUSE STANDARDS) REGULATIONS 2023 (austlii.edu.au)	Rooming house operators: gas and electrical safety obligations - Consumer Affairs Victoria

6.10 Interference with safety devices

Under s63A, renters must not remove, deactivate or otherwise interfere with the operation of a prescribed safety device at the rented premises unless it is reasonable to do so. A similar duty is created for rooming house residents under s114A. A breach of duty notice may be served to require a renter to restore the safety device to its original condition.

The prescribed safety devices for the purposes of these sections are outlined in Regulations 25 and 46:

- Smoke alarms
- Carbon monoxide alarms
- Residual current devices
- Swimming pool barriers
- Fire sprinkler systems
- Fire hose reels
- Fire blankets
- Fire extinguishers
- Fire windows
- Fire hydrants
- Security cameras located in a common area
- Emergency lighting
- Hot water safety devices.

Renters must report any repairs or maintenance required for safety devices. The rental provider must treat anything that makes the property unsafe or unsecure as an urgent repair.

Further Information	RTA	REGS
General Tenancies	s63A Renter's safety-related duties	Reg 25 Safety devices

Rooming Houses	s114A Resident must not interfere with prescribed safety device	Reg 46 Safety devices

7. Access to properties

7.1 Entry by agreement

A rental provider has a right to enter a rental property by agreement, at any time agreed with the renter, if the renter has consented within 7 days before the entry.

Rooming house operators can enter the room at any time as agreed with the resident.

7.2 Entry by notice

A rental provider has a right to enter rented premises for a permissible purpose, where a valid notice of entry has been provided with the required notice period.

A right of entry must be exercised in a reasonable manner and the rental provider must not stay or permit others to stay on the rented premises longer than is necessary to achieve the purpose of the entry without the renter's consent.

A notice of entry must be in writing, state the reason for entry, and be delivered by post or personally to the renter between the hours of 8am and 6pm.

Common reasons for entering community housing properties are tabled below along with the relevant section numbers and required notice periods. Rental providers can enter the property between 8am and 6pm on any day except public holidays, unless the renter agrees, no more than 7 days before the date of entry.

General tenancies – reasons for right of entry	Notice period
86(1)(a) Where a NTV or notice of intention to vacate has been given, and entry is required to show the property to prospective renters, including open inspections*	48 hours
86(1)(b) Where the property is to be sold, and entry is required to show the property to prospective buyers, including open inspections*	48 hours
86(1)(c)(c) To carry out a duty under the RTA, the rental agreement, or any other Act	24 hours
86(1)(e) Reasonable grounds to believe the renter has failed to comply with their duties under the RTA or the rental agreement	24 hours
86(1)(f) General inspection (after the first 3 months of commencement of tenancy, and not within 6 months of any previous general inspection).	7 days

*Note: If a rental provider is showing a property to prospective renters or buyers, additional requirements regarding scheduling of inspections apply. Refer to s86(2), s86(2A), s86(2B) for further details.

Reasons for rights of entry to rooming house rooms are tabled below. Operators can enter the room between 8am and 6pm on any day except public holidays following service of a valid entry notice.

Rooming houses – reasons for right of entry	Notice period
137(c) To carry out a duty under the RTA or any other Act	24 hours

137(d) Reasonable grounds to believe a resident has failed to comply with their duties under the RTA	24 hours
137(e) General inspection (not within 4 weeks of any previous general inspection).	48 hours

Rooming house operators may also enter a room without notice if there is an emergency and immediate entry is necessary to save life or valuable property

7.3 Refusal of Entry

There may be occasions where a renter refuses access. Staff should not enter a property where the renter has indicated their refusal, even if a valid notice has been served.

Contacting the renter to ascertain the reason for refusal and whether the refusal was reasonable is important before deciding the next steps. Acknowledging a renter's concerns and making reasonable adjustments may reduce any further refusals of entry.

Depending on the reason for refusal and the history of the tenancy, it may be appropriate to just send a second notice of entry. Legally, a breach notice can be sent after the first refusal, but in most cases, renters should be given another opportunity to allow access.

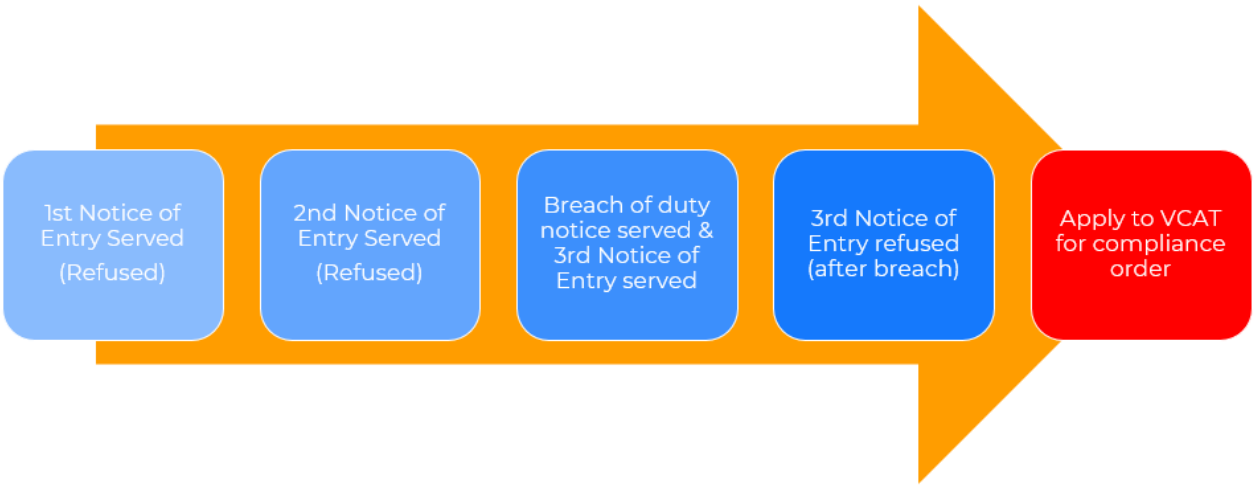
A second entry notice should be sent, taking into consideration any reasonable requests for time or additional needs of the renter, such as an interpreter or support worker present. The second notice should make note of the details of the first entry notice and a cover letter outlining the next inspection details and the next steps if access is refused.

If entry is refused a second time, the renter should be contacted to discuss why access was refused for a second time. It should be explained that a breach notice will be served (where the reason is not sufficient to avoid a breach).

Serve a breach of duty notice under s89 **"duty to permit entry for a person exercising a right of entry under section 86"**. The breach should outline the reason for entry and outline a new date and time for access in the remedy section. The date for the new notice of entry should occur after the expiration of the breach of duty notice to allow the renter to remedy the issue. Different inspections have different breach timeframes, and this should be taken into consideration when scheduling a new inspection.

A third notice of entry should be served to reflect the entry noted in the breach of duty notice.

If entry is refused for a third time, an application to VCAT for a compliance order can be made.



Further Information	RTA	CAV
General Tenancies	Division 8--Rights of entry (s85 - 91A)	Rental providers' (landlords') entry rights and responsibilities - Consumer Affairs Victoria
Rooming Houses	Division 7--Rights of entry (s136 - s142A)	Rooming house operator entry rights and responsibilities - Consumer Affairs Victoria

8. Pets

A pet is defined under s3 of the RTA as any animal other than an assistance dog that is trained to help a person with a disability. Assistance dogs do not count as pets, and renters do not require consent from the rental provider to keep an assistance dog.

Renters may keep a pet at the property if:

- The renter obtains written permission from the rental provider; or
- The renter seeks permission from the rental provider using the Pet Request Form and the rental provider does not apply to VCAT within 14 days for an order (if an application to VCAT is not made within 14 days of receiving the written request, the rental provider is taken to have consented to the pet); or
- The renter or rental provider applies to VCAT, and VCAT makes an order permitting the renter to keep the pet.

If a renter requests to keep a pet using the **approved form**, the provider cannot unreasonably refuse consent. If a CHO believes it is unreasonable to keep the pet at the property and wishes to seek to refuse the request, they must apply to VCAT under s71D within 14 days. VCAT will determine if the refusal is reasonable, in which case an order excluding the pet from the property will be made, or that the renter can keep the pet.

In considering applications under s71D, VCAT may consider (amongst other factors) the following criteria:

- The type of pet
- The character of the property
- Other relevant laws (e.g. local council laws on pet ownership).

If VCAT makes an order to exclude the pet from the property, the renter has 14 days to comply. If the renter does not comply, a NTV can be served under s91ZG giving a minimum of 28 days' notice.

Rooming house residents can only keep a pet with permission from the rooming house operator.

Renters are responsible for their pet and ensuring the pet does not damage the property, cause problems with cleanliness, or create a nuisance that interferes with the reasonable peace, comfort or privacy of neighbours. Renters must repair any pet-related damage that goes beyond fair wear and tear. If a renter does not meet their duties, a Breach of Duty notice may be served.

A rental provider can apply to VCAT for an order to exclude a pet from the property if they reasonably believe a renter is keeping a pet without consent.

Where CHOs are considering refusing consent for a pet at a property, it may be useful to review the reported cases to understand VCAT's approach to determining if such refusals are reasonable. It is worth noting from the few cases that have considered this issue so far, VCAT has not considered it reasonable to grant an order to refuse consent for reasons such as insurance implications, potential damage to property, rental provider allergies, owners corporation rules (as any rule to exclude a pet from private lots is invalid), or potential escape by the pet.

For relevant cases where a pet was allowed, please see:

- Teschner v Vearing (Residential Tenancies) [2020] VCAT 484 (1 April 2020); and
- Jaggers v Webster & Others (Residential Tenancies) [2020] VCAT 556 (8 May 2020).

For a case where a pet was excluded, see:

- Darryl & Gale Rogers Super Pty Ltd v Rutherford (Residential Tenancies) [2023] VCAT 137 (10 February 2023)

Further Information	RTA	CAV
General Tenancies	Division 5B--Pets (s71A - s71E) s91ZZG Notice to vacate when pet kept without consent	Pets in rental properties - Consumer Affairs Victoria Pet request form
Rooming Houses	s117 Resident must not keep pet without consent	

9. Breaches of duty

'Duty Provisions' under s208 of the RTA are specific duties renters and rental providers must meet. Where there is a breach of these provisions, the other party may issue a Breach of Duty Notice which serves as a formal warning and if the issue is not rectified it can enable either party to apply to VCAT to obtain a compliance order, compensation order, or both.

Where successive breaches have occurred, on the third occasion a rental provider may issue a Notice to Vacate under s91ZP for general tenancies and s142ZH for rooming house residents.

A breach of duty notice must in writing and specify:

- Which duty was breached
- The loss or damage caused by the breach
- The required time for the breach to be remedied or to compensate for the loss or damage
- That a similar breach must not happen again
- That if the notice is not complied with, an application can be made to VCAT for a compliance or compensation order.

A breach of duty notice is available for download from CAV in the links below. The notices provide further detail about the reasons for which a breach of duty notice may be issued, the relevant sections of the RTA, and the required timeframes to remedy the breach.

Further Information	RTA	CAV
General Tenancies	s208 Breach of duty notice s91ZP Successive breaches by renter	When a renter or rental provider (landlord) breaks the law - Consumer Affairs Victoria Notice of breach of duty to renter of rented premises
Rooming Houses	s142ZH Successive breaches by resident	Notice for breach of duty to resident/s of rooming houses

10. Family violence

The RTA includes provisions aimed at protecting renters affected by family violence or who have a personal safety intervention order. Renters may apply to VCAT for an order that ends the existing rental agreement and creates a new agreement in their name without the perpetrator, or to have themselves removed from the agreement. A notice to vacate may also be challenged on the basis of family violence.

CHIA Vic has developed comprehensive resources in relation to identifying and appropriately responding to renters impacted by family violence, including information about how to facilitate a referral to a specialist family violence service for comprehensive risk assessment and support, and with a list of organisations and services that may be appropriate to contact. These resources are available for download from the CHIA Vic website.

10.1 Changes to the rental agreement

Under s91V for general tenancies and s142S for rooming houses, a specified person may make an application to VCAT to seek an order requiring the rental provider to terminate the existing agreement, and to enter into a rental agreement with person/s specified in the application.

An application can be made on family violence grounds without any prior complaint, police investigation, family violence order or criminal penalty. As long as the renter is able to satisfy the tribunal that they are likely to suffer severe hardship if the rental agreement is not terminated, the tribunal may make the order if it considers it to be reasonable in the circumstances.

VCAT must hear the application within 3 business days.

If VCAT orders a new rental agreement to be established, the agreement will:

- Be subject to the same rent amount payable and frequency of payments
- Run for a term no longer than the remainder of the existing fixed term agreement (if the agreement is for a fixed term period)
- End on a date specified by VCAT
- Otherwise have the same terms and conditions as the existing agreement, subject to any changes as determined by VCAT.

The existing rental agreement is terminated on the signing of the new rental agreement.

10.2 Security modifications

A protected person can change the locks and install security devices at the property without consent from the rental provider if they have a family violence safety notice or an intervention order.

The renter must give the rental provider copies of the new keys and a copy of the safety notice or intervention order. Rental providers cannot give an excluded renter keys to the new locks as long as they are under the notice or order. Before providing keys to anyone who has been excluded from the property, rental providers should check with the protected person to see if a new order exists and if there are any immediate safety concerns.

Rental providers cannot unreasonably refuse modifications related to the safety and security of family violence victims, such as installation of CCTV.

Further Information	RTA	CAV
General Tenancies	s91V Application for termination or new residential rental agreement because of family violence or personal violence s70A Locks for rented premises the subject of an intervention order s71 Application to Tribunal to change locks without consent s91ZZU Renter may challenge notice to vacate on grounds of family violence or personal violence	Family violence when renting - Consumer Affairs Victoria Locks and security - Consumer Affairs Victoria
Rooming Houses	s142S Application for termination or new rooming house agreement because of family violence or personal violence s142ZZ Resident may challenge notice to vacate on grounds of family violence or personal violence	

11. Ending tenancies

CHOs are committed to sustaining tenancies with evictions being a measure of last resort. CHOs must give proper consideration to the human rights of renters that may be impacted by decisions around evictions and ensure actions are compatible with human rights.

CHIA Vic recommends CHOs have processes in place to ensure decisions around evictions are reviewed and approved at the executive level of their organisation.

Further resources regarding ending tenancies and human rights are available on the CHIA Vic Member Hub, Tenancy Resource Library.

11.1 Notice to vacate

A notice to vacate (NTV) must be in the **prescribed form** as detailed in the Regulations (Schedule 1 **Form 6** for general tenancies, Schedule 1 **Form 11** for rooming houses).

The reasons rental providers and rooming house operators can issue a notice to vacate, and minimum notice periods are detailed within the prescribed forms which are available for download from CAV in the links below.

Under s91ZZO, a NTV is not valid unless it is:

- Addressed to the renter (minor spelling mistakes have been found to invalidate the notice to vacate)
- Signed by the rental provider
- Specifies the reason/s for giving the notice
- Provided in accordance with the required notice period
- Specifies a termination date.

Notices issued under the following provisions must also be accompanied by documentary evidence:

- 91ZW Residential rental provider's principal place of residence (fixed term residential rental agreement)
- 91ZX Repairs
- 91ZY Demolition
- 91ZZ Premises to be used for business
- 91ZZA Premises to be occupied by rental provider or provider's family
- 91ZZB Premises to be sold
- 91ZZC Premises required for public purposes.

Evidence requirements are detailed on the CAV website via the link below.

Renters and rooming house residents may challenge the validity of an NTV by making an application to VCAT within 30 days if they believe it was not issued properly, or they disagree with the reason given on the notice, or in circumstances of family violence.

A NTV specifies a termination date, and where a renter has not vacated by this date the rental provider can make an application to VCAT to seek a possession order.

Notice to vacate for end of a fixed term agreement

Sections 91ZZD & 91ZZDA have been repealed. Rental providers are not able to end a tenancy simply because a fixed-term agreement has expired. This means that fixed term tenancies automatically continue as periodic (month-to-month) agreements unless both parties agree to a new fixed-term lease.

This does not apply to rooming house residents who can be served a notice to vacate (under s142ZA) before the expiration of any fixed term agreement.

This creates issues for the operation of THM, NRAS and other specialist community housing programs that are not intended to operate as long-term housing. CHOs do not have the ability to end tenancies where renters no longer meet eligibility criteria, affecting the ability to meet the aims and contractual requirements of the program.

For THM, under s91ZZF of the RTA, a notice to vacate can be issued to renters in transitional housing who no longer meet the criteria. For this section to be used, the Director of Housing must publish the criteria in the Government Gazette for renters of transitional housing to seek alternative accommodation. These criteria have not been published therefore a notice cannot be served under this section.

Homes Vic have advised that DFFH Agency Performance and System Support (APSS) managers are aware that CHOs have no means under the RTA to move people on if they are not engaging with support or have refused a reasonable offer for appropriate housing. They understand that this impacts the ability of CHOs to manage transitional housing stock in line with the original intent of the program, or to meet performance measures regarding transitional housing turnover.

THM managers should not be pressured to end tenancies in order to meet KPIs when there is no mechanism for this to occur. If CHOs are asked to justify low turnover or failure to meet outdated THM performance measures, the following points may be useful for CHOs to consider in providing a response:

- *The RTA provides a mechanism under s91ZZF for ending THM tenancies if renters are not engaging with support or have rejected an appropriate offer of long-term housing.*
- *In order for this mechanism to be used, criteria for THM renters to seek alternative accommodation must be published by the Director of Housing in the Government Gazette.*
- *We understand that Homes Vic has decided not to activate the availability of this mechanism.*
- *An alternative means of ending THM tenancies under the RTA was previously available until 28 March 2020 which has since been permanently repealed.*
- *This allows no appropriate method for ending THM tenancies on the basis of renters not seeking alternative accommodation or not engaging with support.*
- *Tenancies will continue to be managed in line with all legal obligations which may have an impact on KPIs and other contractual arrangements.*

Renter no longer meets NRAS eligibility criteria

For National Rental Affordability Scheme (NRAS) tenancies, a notice to vacate can be issued under s91ZZEA to renters who:

- Submit documentation which shows they no longer meet the eligibility criteria; or
- The renter does not provide the requested eligibility documentation within 60 days of a written request from the provider.

The notice may be issued regardless of whether the rental agreement is fixed term (applies to the initial or subsequent fixed term) or periodic.

Further Information	RTA	REGS	CAV
General Tenancies	Division 9--Termination of residential rental agreements (s91B - s91M) s91ZZO Form of notice to vacate s91ZZF Renter in transitional housing refuses alternative accommodation s91ZZEA Renter no longer meets NRAS eligibility criteria	Reg 37 Form 6—Notice to vacate Form 6 - Notice to vacate to renter of rented premises	Notice to vacate to renter of rented premises Notice to vacate in rental properties - Consumer Affairs Victoria
Rooming Houses	Division 10--Termination of residency rights in rooming houses (s142M - s142P) s142ZT Form of notice to vacate	Reg 52 Form of notice to vacate to a resident of a rooming house Form 11 - Notice to vacate to rooming house resident	Notice to vacate to a resident/s of a rooming house Notice to vacate in a rooming house - Consumer Affairs Victoria

11.2 Abandonment

Abandonment is not defined in the RTA, but a renter is generally considered to have abandoned the property if they have moved out, and they did not give notice of intention to vacate or was not served a notice to vacate.

CHOs should take steps to ensure reasonable assessments are made to determine whether a property has been abandoned, which may include:

- Attempts to contact the renter have been unsuccessful
- Neighbours report that the renter is no longer living at the property
- Support services confirm that they are living elsewhere
- The external appearance of the property e.g. upkept gardens, uncollected mail
- Unpaid rent
- Utilities have been disconnected
- Absence of essential household items and personal belongings.

The usual notice of entry requirements applies to enter a property to check if the property is abandoned.

Under s91F of the RTA, a rental agreement terminates if the renter abandons the rented premises.

Under s91ZG of the RTA, if a rental provider believes a renter has abandoned the property, they may apply to VCAT for an order declaring abandonment.

Rental providers must therefore assess all relevant circumstances to determine if the tenancy has ended by abandonment under s91F (and proceed with vacancy processes) or if an application to VCAT under s91ZG is required. The factors referenced above will be relevant in this determination. Ending the tenancy without an application to VCAT provides a quicker pathway to re-tenanting the property but exposes rental providers to risk if there is any chance that the renter has not intended to end the tenancy.

For rooming houses, under s142O a residency right ends if the room is abandoned by the resident and at least 14 days have passed since the last rent payment was due.

Further Information	RTA	CAV
General Tenancies	s91F Termination by abandonment s91ZG Order of Tribunal that premises are abandoned	Renter abandoning a property - Consumer Affairs Victoria
Rooming Houses	s142O Termination by abandonment s142Z Order of abandonment	

11.3 Danger

An immediate notice to vacate (s91ZJ for general tenancies and s142ZC for rooming houses) may be issued to a renter if they endanger the safety of neighbours, the rental provider or their agent, or their contractor or employee.

Note that for rooming houses, a NTV for danger cannot be issued if a notice to leave for serious violence under s368 has already been given.

Director's Guidelines - Endanger

The Director of Consumer Affairs Victoria has issued guidelines which VCAT must consider when determining applications for possession due to endangerment and are available to download in the link below.

The guidelines make clear that the danger must be ongoing as it states that the rental provider must demonstrate the following in order to show that the behaviour gave rise to the notice to vacate:

- An act or omission which endangers the rental provider, their agent, neighbour, or contractor or employee of the RRP or their agent ('the target') which poses a real risk to the health and safety of the target; and
- That the danger is ongoing at the time the notice to vacate is given.

The guidelines should be reviewed by CHOs intending to give a notice for danger and/or presenting arguments at VCAT in relation to such notices.

Notice to leave for serious violence

Rooming house operators can give an immediate notice to leave instead of a notice to vacate under s368 if they have reasonable grounds to believe that the resident or their visitor has committed a serious act of violence on the premises, or the safety of any person on the managed premises is in danger from the resident or their visitor.

The notice must be given as soon as it is possible for the manager to safely do so after the serious act of violence has occurred or the safety of a person on the premises has been endangered.

The notice to leave suspends the resident's right to live at the property, they must leave immediately, and the suspension remains in force:

- Until the end of 2 business days after it commences; or
- If an application is made under s374, until the Tribunal has heard and determined the application.

A notice to leave must be in the **prescribed form** (**Form 24**) as detailed under Regulation 92 and is available for download from CAV in the link below.

It is an offence to give a notice to leave without reasonable grounds to do so and there are duties of care to use these powers responsibly and in a manner that protects the safety of others. This duty could be breached by issuing a notice inappropriately or by failing to issue a notice when such action is necessary for the protection of the safety of other residents. Organisations should also consider the reputational damage and possible legal action that could result from failing to protect residents, or inappropriately evicting a resident. Staff with powers to use these notices should ensure they are familiar with these issues and responsibilities and CHIA Vic is available to discuss any organisational policies or decision making around the use of notices to leave.

Further Information	RTA	REGS	CAV
General Tenancies	s91ZJ Danger		Guideline 5 - Endanger
Rooming Houses	s142ZC Danger PART 8--VIOLENCE ON CERTAIN PREMISES s368 Manager may give person notice to leave—serious acts of violence s371 How long does a suspension last? s374 Urgent applications to Tribunal	REG 92 Form 24— serious acts of violence Form 24 Notice to leave to resident of managed premises or resident's visitor	Immediate notice for violence, dangerous behaviour and serious damage - Consumer Affairs Victoria Violent or dangerous behaviour in a rooming house – immediate notice - Consumer Affairs Victoria Notice to leave to resident of managed premises or resident's visitor

11.4 Death of a sole renter

Under s91N, if a sole renter dies, the tenancy ends at the earliest of the following dates:

- The termination date specified in a notice of intention to vacate given by the deceased renter's legal representative or next of kin
- The termination date specified in the notice to vacate given by the rental provider to the deceased renter's legal representative or next of kin (a form is available for download from CAV in the link below)
- A date agreed in writing between the residential rental provider and the legal personal representative or next of kin
- The termination date specified by VCAT.

If a next of kin or legal representative cannot be located, a rental provider can apply to VCAT under s91N(4) for an order terminating the agreement.

These arrangements do not apply if there is more than one renter under a rental agreement.

These provisions do not apply to rooming house agreements and there are no provisions under the RTA that deal directly with the death of a rooming house resident.

Where there is a next of kin, rental providers may consider seeking written confirmation of termination of the residency, and their agreement for the removal and disposal of goods left behind.

Where there is no next of kin, or if in doubt, rental providers may make a general application to VCAT for an order to declare the tenancy as terminated.

Rental providers must therefore assess all relevant circumstances to determine whether an application to VCAT is required. Ending the tenancy without an application to VCAT provides a quicker pathway to re-tenanting the property, but CHOs will need to consider whether any risks are created by proceeding to re-tenant the property without obtaining a VCAT order.

Further Information	RTA	CAV
General Tenancies	s91N Termination after death of sole renter	If a renter or rental provider dies - Consumer Affairs Victoria Notice to vacate in the case of death of a sole renter

11.5 Assignment and sub-letting

A renter must not assign or sub-let a property without written consent from the rental provider. A rental provider cannot unreasonably withhold consent, and renters who believe their request has been unreasonably refused can make an application to VCAT to seek an order that consent is not required.

Section 83 of the RTA states that consent can be withheld from renters living in public housing and properties under the Victorian Affordable Housing Programs. While this section does not apply to community housing, it may still be valid to withhold consent due to the impact this would have for people on the social housing waiting list.

CHIA Vic has developed template policies and guidance for assessing and responding to requests from renters to assign their tenancies which can be accessed via the CHIA Vic Member Hub, Tenancy Resource Library.

Where assignment or sub-letting without consent has occurred, rental providers can issue a 14-day Notice to Vacate under s91ZV.

Further Information	RTA	CAV
General Tenancies	s81 Assignment and sub-letting by a renter s82 Renter may apply to Tribunal s83 Withholding consent in certain circumstances s91ZV Assignment or sub-letting without consent	Sub-letting - Consumer Affairs Victoria

11.6 Possession orders and warrants

CHOs have duties under the Charter of Human Rights and Responsibilities Act 2006 that apply when seeking possession orders or purchasing a warrant of possession, resources on supporting leading practice and understanding these obligations when considering ending tenancies are available on the CHIA Vic Member Hub, Tenancy Resource Library.

Application for possession order

Following a notice to vacate, an application to VCAT for a possession order must be made within 30 days after the termination date specified in the NTV. The timeframes are detailed on CAV's website which can be found through the links below.

Warrant of possession

If a renter does not vacate the property by the date specified in the possession order, the rental provider may proceed with purchasing a warrant of possession, which allows for an eviction to be lawfully enforced by the police.

Further Information	RTA	CAV
General Tenancies	PART 7--REGAINING POSSESSION--POSSESSION ORDERS AND WARRANTS s322 Application for possession order by residential rental provider s326 Time for application s91P Offence to obtain possession etc. of premises	Evictions and possession orders - Consumer Affairs Victoria
Rooming Houses	s323 Application for possession order by rooming house operator	Notice to vacate in a rooming house - Consumer Affairs Victoria

11.7 Reasonable and proportionate test

Section 330A sets out the circumstances that VCAT is required to consider to be satisfied that it is reasonable and proportionate to make a possession order in respect of rented premises, including rooming houses.

Applicants need to prepare arguments to demonstrate that the order being sought is reasonable and proportionate.

The Tribunal will consider:

- The nature, frequency, duration and conduct that led to the application, including recurrent breaches of obligations
- Whether the breach is trivial
- Whether it was caused by someone other than the renter
- Any family violence or personal violence intervention orders or related matters
- Whether the breach has been remedied as far as is practicable
- Whether the breaching party has, or will soon have, capacity to remedy the breach and comply with any obligations
- The effect of the conduct on other renters
- Whether VCAT could take any other action instead of making a possession order
- The behaviour of the rental provider
- Anything else VCAT considers relevant.

In general, the Tribunal will assess the facts of the case and apply them to each of these parts of the test. When looking at 'anything else VCAT considers relevant' a review of decisions shows that other factors VCAT found to be relevant and considered also include:

- The financial circumstances of the renter and rental provider
- The ability of the renter to access alternative accommodation
- The impact on neighbours
- The impact on the renter's family members.

CHOs may wish to consider making written submissions to VCAT in cases where this test will be applied to ensure that all relevant matters related to each part are considered.

For more information, providers may wish to review the decision in Reich v Power (Residential Tenancies) [2020] VCAT 1232 (12 November 2020), which discusses in detail the factors which must be considered when determining whether a termination order is reasonable and proportionate.

Compliance orders in lieu of possession order

Under s332A, VCAT may dismiss an application for possession, or make a compliance order where the Tribunal believes it is appropriate to do so.

VCAT limits of jurisdiction

There is a financial jurisdiction limit on VCAT in s447 of the RTA which states that VCAT must not hear and determine applications for compensation involving monetary claims exceeding a set amount of $40,000.

Further Information	RTA

General Tenancies **Rooming Houses**	S330A What is reasonable and proportionate? S332A Tribunal may dismiss possession order application and make compliance order in certain circumstances S447 Limits of jurisdiction of Tribunal

11.8 Goods left behind

The following provisions apply to both general tenancies and rooming houses.

Personal documents

If personal documents are left at the property, under s380 of the RTA the rental provider may remove but not destroy them and must store them for at least 90 days. The rental provider must make reasonable attempts to notify the renter. Personal documents include:

- Official documents
- Photographs
- Correspondence (such as mail)
- Images on still and video cameras
- Material on computer hard drives
- Any other documents someone would reasonably be expected to keep.

Goods for immediate disposal

Under s384, the following items may be disposed of immediately:

- Perishable foods
- Dangerous goods (further information about what constitutes as dangerous goods can be found here What are dangerous goods? Work Safe Victoria)
- Goods of no monetary value. Unless they are prescribed goods as detailed under Regulation 93 for the purposes of s384(2) which must be stored for a period of 14 days:
    - Labelled containers or urns containing human remains
    - Specialised medical devices, equipment and goods including prostheses and prescription medication
    - Medals and trophies.

Goods of monetary value

Under s386, goods of monetary value (other than personal documents or goods that can be immediately disposed) must be stored for a period of at least 14 days (this period may be extended either by agreement between parties, or as ordered by VCAT).

Notifying the renter

The rental provider must take reasonable steps to notify the former renter about goods left behind using the **prescribed form**. The form is available for download from CAV in the link below.

The former renter has a right to reclaim the goods at any time before they are sold or disposed of by the rental provider.

Occupation fee

In order for the goods to be claimed, the rental provider may charge an occupation fee, but only in circumstances where the goods left behind were of such a sufficient quantity that it prevented the rental provider from renting out the property.

The occupation fee must not be greater than the amount of rent that the former renter would have had to pay for the number of days the goods were stored and can be no more than 14 days rent in total (unless VCAT has ordered that the goods be stored for more than 14 days, in which case the maximum fee is equal to the number of days VCAT ordered the goods to be stored).

Disposal

If personal documents or goods are not reclaimed within the required timeframe, they can be sold or disposed of in any lawful manner.

Where goods are sold, the former renter has six months to claim the proceeds of the sale, less any occupation fee and the cost of the sale. If the former renter does not claim the proceeds of sale within the required timeframe, the rental provider must pay the money to the Residential Tenancies Fund within 30 days of the end of the six-month period.

If a rental provider disposes of documents or goods without following the required process, the former renter can apply to VCAT for compensation.

Further Information	RTA	REGS	CAV
General Tenancies **Rooming Houses**	PART 9--GOODS LEFT BEHIND BY RENTERS, RESIDENTS AND SITE TENANTS s384 Disposal of certain goods left behind	Reg 93 Goods left behind	Goods left behind by renters - Consumer Affairs Victoria Notice of goods left behind

11.9 Bond claims and refunds

A claim for repayment of the bond may be made to the Residential Tenancies Bond Authority (RTBA) by either party, within 10 business days of the tenancy ending.

A rental provider may make a bond claim due to:

- Property damage
- Rent owed or other charges
- Cleaning
- To rectify changes made to the property that were not approved by the rental provider.

Bond claims cannot be made for fair wear and tear.

If a CHO intends to make a claim on the bond, they must notify the renter of their intent, at least 3 business days prior to lodging the claim. The CHO must also provide the renter with evidence that supports the claim and does not contradict the condition report. Some examples of evidence include photos, quotes, invoices and the rental ledger.

A bond claim can only be submitted where both parties agree on how to split the bond. Where there is a dispute, either party can apply to RDRV to seek an order to support the claim, within 14 days of the tenancy ending.

If a renter cannot be contacted to sign the bond claim form, an application to RDRV can be made for an order instructing the RTBA how to repay or transfer the bond.

Further Information	RTA	CAV
General Tenancies Rooming Houses	S411 Claims for rental bonds S411AB Matters that may be subject of bond claim S411AD Disputed bond claims S419A Person with interest in claim for bond may apply to Tribunal for bond repayment order	Bond claims and refunds - Consumer Affairs Victoria Resolving bond issues and disputes - Consumer Affairs Victoria

12. Other rooming house provisions

12.1 Gazetting rooming houses

Under s19 of the RTA, the Minister of Consumer Affairs, at the request of the Director of Housing, may declare a building owned or leased by the Director of Housing to be a rooming house by notice published in the Government Gazette. This includes buildings owned or leased by registered community housing organisations.

If a building is gazetted under this section, it can be managed under the rooming house provisions of the RTA and house rules can be implemented.

When updating the list of Ministerially declared rooming houses in the Government Gazette, Homes Victoria ask CHOs to provide a list of currently gazetted rooming houses they wish to take off the gazette, and a list of buildings they would like to gazette.

For buildings to be gazetted, CHOs will need to provide supporting information, and the request will be assessed and determined by Homes Victoria.

12.2 Public Health and Wellbeing Regulations

Recent changes to the Public Health and Wellbeing (Prescribed Accommodation) Regulations 2020, limit the types of rooming houses that need to be registered with local councils. These regulations define a rooming house as:

> *"rooming house has the same meaning as it has in section 3(1) of the Residential Tenancies Act 1997, but in respect of a building referred to in paragraph (b) of that definition, does not include a building in respect of which a declaration under section 19(2) or (3) of that Act is in force, if— (a) the building has less than 4 occupants; or (b) the building has 4 or more occupants who all reside in self-contained apartments".*

Importantly for CHOs managing gazetted rooming houses, this definition excludes those rooming houses consisting of self-contained apartments (where there are more than 4 occupants), meaning those rooming houses are not considered Prescribed Accommodation and do not need to be registered with the local councils or undergo annual inspections. All other rooming houses (those that meet the above definition) do need to be registered with local councils.

Further Information	RTA	REGS	CAV
Rooming Houses	S19 Minister may declare building to be a rooming house	PUBLIC HEALTH AND WELLBEING (PRESCRIBED ACCOMMODATION) REGULATIONS 2020 (austlii.edu.au)	Rooming house - minimum standards - Consumer Affairs Victoria

13. Other provisions

13.1 Temporary crisis accommodation

Section 22 of the RTA states that the Act does not apply to temporary crisis accommodation.

Temporary crisis accommodation is defined under s3 as:

"Temporary crisis accommodation" means accommodation provided –

- *for a prescribed period (if any); and*
- *on a non-permanent basis; and*
- *on a non-profit basis; and*
- *which is prescribed to be temporary crisis accommodation"*

The prescribed period is stated under Regulation 6(1) to be a period of not more than 6 months. The RTA was recently amended to add "(if any)" to the definition to ensure that a temporary crisis agreement without a set period is still captured by the definition.

The Regulations further state that accommodation is prescribed to be temporary crisis accommodation if it is provided:

"For persons –

- *who are experiencing homelessness or are at risk of experiencing homelessness; or*
- *who are being subjected to family violence or are at risk of being subjected to family violence; and*
- *by a person or body which receives funding on the direction of the Minister for Housing for the purpose of providing such accommodation."*

Organisations managing temporary crisis accommodation should ensure that licence agreements that specify a term have a term of less than six months, and that any other key provisions are clearly distinct to tenancy rights applicable under the RTA.

Further Information	RTA	REGS
Temporary Crisis Accommodation	s22 Temporary crisis accommodation	Reg 6 Temporary crisis accommodation

13.2 Rental non-compliance register

The Rental non-compliance register is maintained by the Director of Consumer Affairs. Listings are publicly available where renters can check whether a rental provider has been given a breach of duty compliance or compensation order by VCAT, or if they have been convicted of an offence under the RTA.

Further Information	RTA	CAV
General Tenancies	Part 10B--RENTAL NON-COMPLIANCE REGISTER	Rental non-compliance register - Consumer Affairs Victoria
Rooming Houses		

Appendix 1 – Summary of key provisions

Key provisions	Summary
Establishing a tenancy	
Prohibited requests	Applicants must not be asked to provide information about the following: • Disputes or legal action with a rental provider • Bond history, including claims • Bank or credit card statements showing daily transactions • Personal details that could be discriminatory under the Equal Opportunity Act 2010 (unless a written explanation is provided as to why the information is required). Similar prohibitions apply to rooming house applicants.
Before entering into a rental agreement	**Statement on discrimination** Application forms must include a statement about unlawful discrimination in the prescribed form provided in the Regulations (Form 3 for general tenancies, Form 8 for rooming houses). **Mandatory disclosures** Certain information about the following must be disclosed to renters before they sign the agreement: • Sale of the property • Mortgagee action or proceedings • Rental provider's right to let the property (if not the owner) • Embedded electricity network details • Homicide in the last 5 years • Compliance with rental minimum standards • Repair notice for mould or damp caused by or related to the building structure in the last 3 years (from 31 Dec 2021) • Date of the last checks for gas safety, electrical safety, and pool barrier compliance • Any outstanding recommendations from the gas or electrical safety checks • If the property is heritage listed • If the property is known to:

	▪ Be contaminated due to trafficking or cultivation or a drug dependence in the last 5 years ▪ Have asbestos, based on an inspection by a suitably qualified person ▪ Be affected by a building or planning application • Building defects or safety concerns (where a notice, order, declaration, report or recommendation has been issued), and if so, details must be provided • Domestic building work dispute • Owners corporation dispute • Owners corporation rules, and a copy must be provided. Similar disclosures apply to rooming houses, with the following additional requirements: • If the rooming house operator is licensed, and if not, whether the RHO is a registered housing association or provider and therefore not required to be licenced. • If the rooming house is registered.
Rental agreements	Residential rental agreements must be in the prescribed form (Form 1 and Form 2), and rooming house fixed term agreements must also be in the prescribed form (Form 7) of the Regulations. For rooming houses, fixed term agreements cannot exceed 5 years, periodic agreements do not need to be in the prescribed form but cannot include terms inconsistent with the RTA. **Prohibited terms** Certain terms and conditions cannot be included in a rental agreement. Renters cannot be required to: • Take out insurance or pay an excess for a rental provider's policy • Pay fees for breaches, agreements, VCAT applications, indemnification, or ending the agreement early • Professionally clean the property upon vacating • Pay rent by a method that incurs costs • Use services from a third-party service provider (except an embedded network) • Maintain safety equipment that the rental provider is responsible for • Be bound by a contract they did not agree to in writing. Other prohibited terms include: • The rental provider being exempted from liability • The renter receiving a rent reduction or receiving payments for compliance with the agreement • The renter not being able make a claim for compensation because the property was not ready at the start of the agreement.

	Similar prohibited terms apply to rooming houses, which must not include terms that unreasonably limits their use of utilities. **Rental rebate terms** CHOs offering rent rebates should phrase terms in a way that clarifies a set of eligibility and assessment criteria apply to rebates, and that does not suggest that a rebate is a reward for compliance with terms of the agreement.
Electronic service of documents	With consent, many notices and documents can be served electronically in accordance with the Electronic Transactions (Victoria) Act 2000. A notice of entry under s88 cannot be served electronically and must be served by post or personal delivery.
Rooming house rules, rights and duties, and residency rights	**House rules** House rules must be : • Given to residents when they move in and be displayed in the room • Reasonable and enforced consistently • Formatted with consecutive numbering. Residents must be given 7 days written notice for any proposed changes. A breach notice should quote s119, clearly articulate the house rule number and wording, explain how they broke the house rule, with any supporting evidence, and how to remedy the breach. **Written statement of rights and duties** A one-page written statement of rights and duties, in the form approved by CAV, must be given to residents when they move in and be displayed in the room. **Residency rights** Written notice using the prescribed form must be given to residents before they move in, informing them of whether they have an exclusive or shared room right.
Bond payments	The maximum bond amount must not exceed: • One month's rent for general tenancies • 28 days rent for rooming house residents on a fixed term agreement • 14 days rent for rooming house residents on a periodic agreement. A bond must be lodged with the RTBA within 10 business days.
Condition reports	A condition report must be in the prescribed form (Form 4 for general tenancies, Form 9 for rooming houses) and is required regardless of whether a bond has been paid. Any defects or outstanding repairs noted by the renter in the returned condition report serves as written notice, and if repairs are not completed, renters can apply to VCAT to seek an order.

	Disputes about the condition report can be taken to VCAT within 30 days of the start of the tenancy. Exit condition reports must be completed within 10 days of the end of tenancy and renters must be given the opportunity to attend. Similar conditions apply to rooming houses.
Minimum standards	Properties must meet prescribed rental minimum standards before a property is advertised or offered for rent (Schedule 4 of the Regulations). Minimum standards apply to: • Locks • Vermin proof bins • Bathrooms and toilets • Kitchens • Laundry facilities • Structural soundness • Mould and damp • Electrical safety • Window coverings • Lighting • Ventilation • Heating. If a property does not meet minimum standards, renters can hold off on signing the agreement or moving in until works are completed, end the agreement without fees, or move in and request an urgent repair. Rooming houses have their own set of minimum standards detailed in the Residential Tenancies (Rooming House Standards) Regulations 2023. A guide developed by Moores provides a summary of the requirements which can be accessed through the CHIA Vic Member Hub, Tenancy Resource Library.
Rent and other payments	
Methods of payment and rent in advance	**Methods of payment** Rental providers and rooming house operators must: • Not charge the renter for processing of rent payments (not including the renter's own bank fees) • Allow rent to be paid by Centrepay or electronic funds transfer • Not require rent to be paid using a post-dated cheque.

	Rent in advance The maximum rent in advance amount payable must not exceed: • One month's rent for general tenancies paid monthly • 2 weeks rent for general tenancies paid weekly • 14 days rent for rooming houses.
Utilities, additional property costs & service charges	Liability for payment of water, sewerage, electricity, gas, oil, phone and internet are detailed in s52 and s53 of the RTA and are prescribed in Regulation 22. Renters are generally not liable for charges where the property is not separately metered. The same applies to rooming house residents with exclusive occupancy, who must also be provided with a schedule of service costs before moving in, and itemised usage accounts during the tenancy. **Additional property costs & service charges** Where facilities or utilities are not separately metered, CHOs may impose an additional property cost or a service charge.
Rent increases	**Income-based rent increases** Rental rebates are defined in the RTA separately to market rents. The usual rent increase provisions (that rent cannot be increased during a fixed term agreement, is limited to once every 12 months, and requires 90 days' notice) are not applicable to rebated rent increases. CHOs can increase a rebated rent, provided the amount payable does not exceed the market rent amount on the agreement or notice of increase. **Market-based rent increases** Increases to market rent require 90 days' notice using the prescribed form (Form 5 in the Regulations) and can only be increased once every 12 months. The notice of increase must include the amount, method of calculation, and a statement about the right to apply to CAV within 30 days for a review if the renter believes the increase is excessive. The notice of increase must include sufficient information about the method used to calculate the market rent e.g. information about comparable properties, their location, and features to enable renters to determine whether the proposed rent amount is reasonable. If information about the calculation method is not sufficient, VCAT may find the notice invalid. Rooming houses require 90 days' notice using the prescribed form (Form 10 in the Regulations) and can be increased once every 12 months and are not required to include details about the method used to calculate the market rent.
Arrears management	A NTV for rent arrears must be in the prescribed form and can be issued:

	• For general tenancies under s91ZM where a renter is more than 14 days in arrears (Form 6 in the Regulations) • For rooming houses under s142ZF where a resident is more than 7 days in arrears (Form 11 in the Regulations). Where an application is made to VCAT for a possession order and the renter agrees to a repayment agreement before the hearing, details of the agreement should be lodged with VCAT which allows VCAT to make an order without proceeding with the hearing. This applies to general tenancies only. VCAT may adjourn an application in circumstances where satisfactory arrangements are made to resolve the arrears e.g. renter is referred to financial counselling. **Five strikes** Where a fifth or subsequent NTV is given for non-payment of rent within a 12-month period, the rental provider may apply to VCAT for a possession order at the end of the 14-day notice period, and VCAT may issue a possession order even if the renter pays the outstanding rent. The five strikes system does not apply to rooming houses.
Assets and maintenance	
Repairs	Rental providers must provide and maintain properties in good repair. Rooming house operators must also maintain any facilities, fixtures, furniture and equipment. Renters and residents must keep the property reasonably clean, free from damage and report any need for repairs. Non-urgent repairs must be completed within 14 days. If repairs are not completed, renters can make a request to CAV to do a repairs inspection which may result in a breach of duty and a report instructing the rental provider to rectify the issue. The Director of CAV guidelines must be considered by VCAT when determining maintenance and cleanliness disputes: • Guideline 1 - Maintenance – outlines additional maintenance responsibilities for renters and rental providers which are not prescribed in the RTA or Regulations. • Guideline 2 - Cleanliness – outlines key factors to consider when determining whether a property is reasonably clean.
Urgent repairs	Urgent repairs must be attended to immediately: • Burst water service, or a blocked/broken toilet • Serious roof leak • Gas leak • Dangerous electrical fault

	• Flooding or serious damage caused by flood, storm, fire • Essential service or appliance not working – hot water, water, cooking, heating, laundering • Supply not working - gas, electricity, water • Cooling appliance or service not working (where provided by the rental provider) • Property does not meet minimum standards • Safety related device not working – smoke alarm, pool fence • Appliance, fitting or fixture not working that is causing lots of water to be wasted • Fault or damage making the property unsafe or insecure – pests, mould, damp related to the building structure • Serious fault with lift or staircase. The Director of CAV guidelines must be considered by VCAT when determining urgent repair disputes: • Guideline 4 - Urgent repairs – provides clarity about the definition of responding 'immediately' to urgent repairs (scale of urgency) as they are not all equally urgent and depend on factors such as the complexity to resolve, dependencies on other parties, difficulties with access to the property. Renters can organise urgent repairs and seek reimbursement within 7 days if they have notified the rental provider without response and the cost is less than $2,500. For urgent repairs exceeding this amount, a repair order may be obtained through VCAT. Similar provisions apply to rooming house residents, except where they have access to use other facilities in the rooming house, and there is no immediate danger to their health and safety.
Damage and fair wear and tear	Renters must not intentionally or negligently damage the property or common areas, with the exception of fair wear and tear caused by reasonable use of the property or natural environmental forces. The Director of CAV guidelines must be considered by VCAT when determining damage and fair wear and tear disputes: • Guideline 3 - Damage and fair wear & tear – details key considerations to distinguish the difference between damage and fair wear and tear. **Repair notice** A rental provider can serve a repair notice (alternative to a breach of duty notice) which must be in writing, state the nature of the damage, that the damage was caused by the renter, and can either require the renter to repair the damage within 14 days, or advise that the rental provider will organise repairs at their cost. This applies to general tenancies only.
Rent special account	If repairs have not been completed, renters can apply to VCAT to pay rent into CAV's Rent Special Account where funds will be held until the issue is resolved.

Modifications	Regulation 26 details what modifications can be made without consent from the rental provider. Regulation 28 details what modifications require consent but must not be unreasonably refused. Rental providers can refuse modifications if a valid NTV has been issued because the property is about to be sold or vacated, or the modification will significantly change the property, requires modifications to neighbouring or common property, does not comply with the law, results in extra cost for the rental provider if they have to rectify the changes at the end of the tenancy, or restoring the changes is not practicably reasonable. These provisions do not apply to rooming house residents, but consent must not be refused for modifications that are reasonable under the Equal Opportunity Act 2010 and where they are deemed required by an OT or relevant practitioner.
Pests	Traditionally pest control has been dependent on the cause of the infestation. The Director of CAV guidelines which must be considered by VCAT when determining disputes in relation to pests, appears to shift the responsibility for pest control toward rental providers: • Guideline 1 - Maintenance – indicates that rental providers are responsible for managing pest infestations regardless of the cause • Guideline 2 - Cleanliness – somewhat contradicts the above as the guidelines interpret the presence of rats or mice as a sign of lack of cleanliness.
Mould	The Director of CAV guidelines must be considered by VCAT when determining disputes in relation to mould: • Guideline 1 - Maintenance – clarifies that mould related to or caused by the building structure is the responsibility of the rental provider to fix, except where the renter has contributed to the mould issue.
Efficiency standards	Efficiency standards for water, electricity and gas appliances, fixtures and fittings are detailed under Regulation 23. Where these do not meet the standards, the rental provider is responsible for usage costs until it is brought to standard. Water and heating efficiency ratings apply to replacement items.
Safety standards	Gas and electrical safety checks must be carried out every two years by a qualified gasfitter/electrician with records retained until the next safety check record is created. On request, renters must be provided with a copy of the most recent gas and electricity check within 7 days. Smoke alarms must be installed in all residential properties (hard-wired in rooming houses), maintained in working order, tested at least every 12 months, and batteries replaced as required. Repairs to smoke alarms must be treated as an urgent repair.

	Swimming pool barriers must also be maintained, and repairs must be treated as an urgent repair. Renters must not install relocatable swimming pools (depth of more than 30cm) without giving written notice and obtaining any necessary approvals. Properties in bushfire prone areas that require a water tank for firefighting purposes must be maintained in good repair and be full and clean at commencement of tenancy.
Interference with safety devices	Renters must not remove, deactivate or interfere with prescribed safety devices, including: • Smoke and carbon monoxide alarms • Residual current devices • Swimming pool barriers • Fire sprinkler systems, hose reels, blankets, extinguishers, windows, or hydrants • Security cameras in a common area • Emergency lighting • Hot water safety devices. Safety devices must be treated as an urgent repair.
Access to properties	
Entry by agreement	Rental providers can enter by at any time agreed with the renter, provided consent is given within 7 days before the entry. Rooming house operators can enter the room at any time as agreed with the resident.
Entry by notice	A notice of entry must be in writing, state the reason for entry, and be delivered by post or personally between 8am and 6pm. Notice periods apply depending on the reason for entry. Rooming house operators do not need permission for communal spaces or if entry is required to provide a service according to the house rules, or in an emergency to save a life or valuable property.

Pets	Pets do not include assistance dogs. Renters can request to keep a pet at the property using CAV's approved form, the rental provider can either: • Grant written permission (the rental provider cannot unreasonably refuse consent) • Apply to VCAT within 14 days to seek an order to have the pet excluded from the property (considerations include the type of pet, type of property and other laws e.g. local council). • If the rental provider does not apply to VCAT within 14 days, the provider is taken to have consented to the pet. If a renter is keeping a pet without consent, providers can apply to VCAT to have the pet excluded from the property. If the pet is excluded by VCAT, the renter has 14 days to comply and a NTV can be served under s91ZG with 28 days' notice. The renter is responsible to repair any pet related damage beyond fair wear and tear. Rooming house residents can only keep a pet with permission from the rooming house operator.
Breaches of duty	A breach of duty notice serves as a formal warning where a 'duty provision' has not been met. Where there are successive breaches, on the third occasion a notice to vacate may be served under s91ZP for general tenancies, or x142ZH for rooming houses. A breach of duty notice must be in writing and state which duty was breached, the loss or damage caused, time required to rectify the breach, that a similar breach must not happen again, and that if it is not complied with an application will be made to VCAT for a compliance or compensation order.
Family violence	CHIA Vic has developed resources in relation to identifying and appropriately responding to renters impacted by family violence Family Violence - CHIA Vic. The CHIA Vic Family Violence Toolkit includes information about making a referral to a specialist family violence service and includes a list of organisations and services.
Changes to the rental agreement	Renters affected by family violence or who have a personal safety intervention order can apply to VCAT to make an order to change the rental agreement (e.g. remove themselves or the perpetrator).
Security modifications	Renters can change the locks without consent if they have a family violence safety notice or an intervention order and must give the rental provider a copy of the new keys and the order. Rental providers must not unreasonably refuse the installation of safety or security devices.
Ending tenancies	
Notice to vacate	A NTV must be in the prescribed form (Form 6 for general tenancies and Form 11 for rooming houses of the Regulations), be addressed to the renter, signed by the rental provider, allow the required notice period, and state the reason and the termination date.

	Depending on the reason, documentary evidence may need to be provided for the notice to be valid. A NTV may be challenged within 30 days if the renter/resident believes it was not issued correctly, or they disagree with the reason, or due to family violence. If a renter does not vacate the property by the specified termination date, an application can be made to VCAT to seek a possession order. **NTV for end of fixed term agreement** This notice has been repealed and from 25 November 2025, fixed term tenancies automatically continue as periodic (month-to-month) agreements unless both parties agree to a new fixed-term lease. **Renter no longer meets NRAS eligibility criteria** A NTV can be issued under s91ZZEA to renters who submit their eligibility documentation and no longer meet the criteria, or if they do not provide the requested documents within 60 days.
Abandonment	Reasonable steps should be taken to assess whether a property has been abandoned, then a VCAT application can be made under s91ZG for an order declaring abandonment. A residency right ends where a rooming house resident abandons the room and more than 14 days have passed since the last rent payment was due.
Danger	An immediate NTV for danger can be issued to renters who endanger the safety of neighbours, the rental provider or their agent, or their contractor or employee under s91ZJ for general tenancies or s142ZC for rooming houses. For rooming houses, a NTV for danger cannot be issued if a notice to leave has already been given. An immediate notice to leave in the prescribed form (Regulation 92) can be issued under s368 to residents who have committed a serious act of violence at the property, or if the safety of anyone at the managed premises is in danger from the resident or their visitor. The resident must leave immediately and not return for at least 2 days. The Director of CAV guidelines must be considered by VCAT when determining applications for possession in relation to endangerment: • Guideline 5 - Endanger – makes clear that the danger must be ongoing at the time the NTV is given.
Death of a sole renter	The tenancy ends at the earliest of the following: • A date specified in a notice of intention to vacate given by the legal representative or next of kin • A date specified in a NTV given by the rental provider to the legal representative or next of kin • A date agreed in writing • A date specified by VCAT.

	Where a legal representative or next of kin cannot be contacted, an application can be made to VCAT to terminate the tenancy. This does not apply to rooming house residents.
Assignment and sub-letting	Renters must not assign or sub-let a property without written consent from the rental provider, and rental providers must not unreasonably withhold consent. Rental providers can issue a 14-day NTV under s91ZV where assignment or subletting has occurred without consent.
Possession order and warrants	An application to VCAT for a possession order must be made within the required timeframe depending on the reason for the notice. If the renter does not vacate by the date in the possession order, purchase of a warrant of possession which is required for police to lawfully enforce an eviction.
Reasonable and proportionate test	VCAT is required to consider whether it is reasonable and proportionate to make a possession order after taking into account considerations listed in the legislation that include the interests of and the impact on the renter, rental provider, household members, neighbours, or people affected by the actions of a renter. Housing providers are required to demonstrate that what they are requesting is reasonable and proportionate when applying for an order of possession.
Goods left behind	Personal documents must be stored for 90 days. Goods that are perishable, dangerous or of no monetary value can be disposed of immediately, with the exception of prescribed goods which must be stored for 14 days. Goods of monetary value must be stored for 14 days. Rental providers must make reasonable attempts to notify the former renter about the goods left behind using the prescribed form. An occupation fee can be charged if such a quantity of goods left behind prevented the property from being re-let. Goods not collected can be disposed or sold. The former renter has right to claim proceeds from the sale within 6 months, otherwise it must be paid to the Residential Tenancies Fund. If the required process is not followed, renters can seek compensation through VCAT.
Bond claims and refunds	A bond claim must be made to the RTBA within 10 days of the tenancy ending. A claim can only be submitted where both parties agree. If there is a dispute, either party can apply to VCAT within 14 days of the tenancy ending. Where a former renter cannot be contacted to sign the claim form, an application can be made to VCAT to seek an order instructing the RTBA how to repay or transfer the bond.
Other rooming house provisions	
Gazetting rooming houses	Buildings gazetted under s19 can be managed under the rooming house provisions.

Public Health and Wellbeing Regulations	Rooming houses are considered Prescribed Accommodation and must be registered with the local council for annual compliance inspections.
Other provisions	
Temporary crisis accommodation	Organisations managing temporary crisis accommodation should ensure licence agreements specify a term of less than 6 months, and any other provisions are clearly distinct to RTA tenancy rights.
Rental non-compliance register	A register maintained by CAV where renters can check if a rental provider has breached their RTA obligations.

Additional resources

Additional resources referenced throughout this guide can be found below.

Additional resources		Links
Consumer Affairs Victoria (CAV)	Forms and publications (Renting)	Forms and publications - Consumer Affairs Victoria
	Rental properties - minimum standards	Rental properties - minimum standards - Consumer Affairs Victoria
	Renting	Renting - Consumer Affairs Victoria
Legislation & Regulations	Building Act 1993	BUILDING ACT 1993 (austlii.edu.au)
	Consumer and Planning Legislation Amendment (Housing Statement Reform) Act 2025	CONSUMER AND PLANNING LEGISLATION AMENDMENT (HOUSING STATEMENT REFORM) ACT 2025 (NO. 6 OF 2025) (austlii.edu.au)
	Charter of Human Rights and Responsibilities Act 2006	CHARTER OF HUMAN RIGHTS AND RESPONSIBILITIES ACT 2006 (austlii.edu.au)
	Domestic Building Contracts Act 1995	DOMESTIC BUILDING CONTRACTS ACT 1995 (austlii.edu.au)
	Electronic Transactions (Victoria) Act 2000	ELECTRONIC TRANSACTIONS (VICTORIA) ACT 2000 (austlii.edu.au)
	Equal Opportunity Act 2010	EQUAL OPPORTUNITY ACT 2010 (austlii.edu.au)
	Family Violence Protection Act 2008	FAMILY VIOLENCE PROTECTION ACT 2008 (austlii.edu.au)
	Gas Safety Act 1997	GAS SAFETY ACT 1997 (austlii.edu.au)
	Heritage Act 2017	HERITAGE ACT 2017 (austlii.edu.au)
	Housing Act 1983	HOUSING ACT 1983 (austlii.edu.au)
	Owners Corporations Act 2006	OWNERS CORPORATIONS ACT 2006 (austlii.edu.au)
	Public Health and Wellbeing Act 2008	PUBLIC HEALTH AND WELLBEING ACT 2008 (austlii.edu.au)
	Residential Tenancies Amendment Act 2018	RESIDENTIAL TENANCIES AMENDMENT ACT 2018

		(NO. 45 OF 2018) (austlii.edu.au)
	Residential Tenancies (Residential Tenancies Amendment Act 2018) Transitional Regulations 2021	RESIDENTIAL TENANCIES (RESIDENTIAL TENANCIES AMENDMENT ACT 2018) TRANSITIONAL REGULATIONS 2021 (SR NO 20 OF 2021) (austlii.edu.au)
	Rooming House Operators Act 2016	ROOMING HOUSE OPERATORS ACT 2016 (NO. 26 OF 2016) (austlii.edu.au)
Victorian Civil and Administrative Tribunal (VCAT)	VCAT	Home | VCAT
	VCAT decisions	Victorian Civil and Administrative Tribunal (austlii.edu.au)
	VCAT hub	VCAT Residential Tenancies Hub - Login
	Payment plan agreement for rent arrears (91ZM)	Payment plan agreement for rent arrears | VCAT

For any corrections, suggestions or requests for updates to this guide, please email leadingpractice@chiavic.com.au.