

CROWDED HOUSE

A legal guide to

share housing

in the ACT



TENANTS'
UNION ACT
INC



Copyright © 2007 Tenants' Union ACT Inc.

Crowded House is a joint project of the Tenants' Union ACT and Welfare Rights and Legal Centre, with funding from the ACT Government through the Department of Justice and Community Safety. This booklet may be reproduced and distributed to tenants provided the source is acknowledged and the information is distributed free of charge. Permission must be obtained from the Tenants' Union to reproduce all or part of this booklet for any other purpose.

Currency: This booklet is based on the law applying in the Australian Capital Territory in July 2007

Disclaimer: This booklet is not intended to replace expert legal advice. Whilst every effort has been made to ensure the information in this booklet is as accurate as possible at the date of printing, the Tenants' Union ACT and Welfare Rights and Legal Centre take no responsibility for any errors, omissions or other mistakes, and specifically deny any liability for damages caused to any individual, group, organisation or agency as a result of any errors, omissions or other mistakes.

Acknowledgments:

Crowded House was written and edited by Helen Sexton, with editorial support from Deborah Pippen, Genevieve Bolton, and Anne Macduff. The guide is based on original concepts and writing by Toby Sterling and Michelle Worthington. Title by John Alati.

Designed and illustrated by Looking Glass Press

Use of *The Share Housing Survival Guide* (Redfern Legal Centre and Sydney University Students' Representative Council, 2nd edition, 2005) and *Share Housing and The Law* (Tenants' Advice Service (Inc) WA, 2004) in the development of this booklet is gratefully acknowledged.

Material provided in this booklet is available online at www.tenantsact.org.au



An independent organisation
working for all ACT tenants

Ph: 6247 1026

www.tenantsact.org.au

Advice: 6247 2011

About this booklet

Living in a share house can be a fantastic experience. At its best, share house living allows you to save money, make friends and experience a mind-opening variety of lifestyles, musical tastes, and culinary experiences. And on a practical note, not only is share housing cheaper for single people, but can also be a more flexible short-term option.

! BUT... (isn't there always a 'but'?)

Compared with other renting situations, share housing has two problems. The first is a legal one: tenancy law fails to deal adequately with modern share housing arrangements. More on this later.

The second problem is that share houses are almost always a little less stable than other tenancies. One reason for this is that people who live in share houses are often young and/or at a fairly transient time in their lives. Another reason is that when unrelated people live together there is plenty of room for disagreements, which may only be resolved by someone leaving.

When you put these problems together, you have a recipe for a sticky mess.

The purpose of this booklet is to give current and future share housing tenants a comprehensive guide to avoiding sticky situations. This is because when it comes to tenancy law, a little prevention is better than a lot of cure. The guide also aims to give advice about how to resolve problems that do still come up, despite our best efforts.

This booklet is no substitute for getting legal advice in your particular situation, but it will answer all of the common questions that you might have about share housing. Also note that this booklet is only attempting to answer questions that are peculiar to share housing. Legal issues that affect all types of tenancies are covered in our Tenancy Tips leaflets. See *Other Useful Resources* for the full list.

We hope you find it useful.



This booklet is a guide to share housing in the Australian Capital Territory only, and should not be relied upon for tenants in other jurisdictions.

Where the Tenants' Union can't assist and why

It is the aim of the Tenants' Union to promote housing as a basic right that every person is entitled to. It would be contrary to this aim to provide advice or information that may result in somebody losing their housing. This means, for example, that we cannot assist a tenant to have their housemate evicted. However exceptions are made in cases involving violence — contact us for more details if you are in this situation. Also, as an organisation working for *tenants*, the Tenants' Union is unable to advise head-tenants on issues arising from their status as *landlord*. If you require advice in these situations, we suggest you call Legal Aid or the Legal Advice Bureau (see *Useful Contacts*).



Contents

About this booklet	i
Where the Tenants' Union can't assist and why	ii
Part 1: The legal situation	1
Types of share house arrangements	1
Co-tenancy	1
Head/sub-tenant	3
Occupancy	5
Pros and cons	8
Getting your position clear	9
<i>What kind of shared tenancy arrangement am I in?</i>	11
Types of tenancy agreements	12
Fixed term	12
Periodic	13
Part 2: Setting up shop	15
Starting a share house from scratch	15
<i>House-hunting checklist</i>	16
Moving into an established share house	18
Bond	19
Part 3: Hints for a happy share house	21
Bills, shopping, and other stuff	21
Managing and avoiding conflict	23
<i>Sample share house agreement</i>	24
Part 4: Trouble in paradise	27
Eek!! Get me out of here!	27
<i>Whenever one tenant leaves a share house</i>	31
Eek!! My housemate has bailed and stopped paying rent and/or bills!	32
<i>Can I take my co-tenant to the Residential Tenancies Tribunal?</i>	32

Eek!! The landlord wants to kick us out!	36
Eek!! My housemate has caused damage to the property!	37
Eek!! My housemate's guest is overstaying their welcome!	39
<i>When a visitor becomes another housemate</i>	40
Going to the Residential Tenancies Tribunal	42
Glossary	43
Other useful resources	48
Useful contacts	50

Part 1: The legal situation



Types of share house arrangements

One of the most confusing aspects of share house living is that the legal status of the residents is often unclear. There are three different possible arrangements, and working out which arrangement applies is crucial in determining the rights and responsibilities of the parties.

Possibility #1: It's a co-tenancy



The term 'co-tenancy' — also known as 'joint tenancy' — is used to describe a situation where two or more tenants accept a tenancy agreement together. Usually this means that they all sign a written tenancy agreement with the landlord or agent. However the agreement can be express or implied, oral or written or a combination of both. If there is no written agreement then it's a question of what was agreed to orally, and whether or not each tenant indicated their intention to be bound. In either case, the 'standard terms' will always apply, see *Glossary*.

The good bit

One very positive feature of a co-tenancy arrangement is that it is big on equality. Each house mate is afforded exactly the same legal rights and responsibilities, and no single co-tenant can assert control over the others. This works well if there is a good mix of housemates, who take a cooperative approach to living together and running the household. After all, this is what 'sharing' is all about.

The bad bit

However, the principle of equality applies to co-tenancies to such an extent that the law fails to recognize that co-tenants are actually individuals. The single most important point to remember about co-tenancies is that co-tenants share '**joint and several liability**' (see *Glossary*). This means that the tenants undertake to comply with the agreement both individually and as a group. The most extreme effect of this is that any one, or all co-tenants can potentially be held liable for the full amount of any debt owed to the landlord, regardless of which co-tenant actually caused the debt.

It also means that one tenant not paying their rent puts everyone's tenancy at risk.

Dual contracts

Note that in addition to the contract with the landlord, each co-tenant is actually agreeing to be bound by a second contract at the same time. This is a contract between the co-tenants themselves — implied by law, if not made explicit by the parties. This contract involves an agreement to share their liability between them, for example: by splitting the rent three ways and contributing their 1/3rd share each month, and committing to this for the term of the tenancy.

Possibility #2: It's a head-tenant/sub-tenant arrangement



In a nutshell, a sub-tenancy is a lease within a lease.

A sub-tenancy is created when an existing tenant decides to create a 'third party interest' in the premises by renting out part, or all of their rental property.

However, this can only be done legally with the written consent of the landlord.

If the landlord consents to the proposed sub-tenancy, then a second tenancy agreement is created between the existing tenant (now known as the 'head-tenant'), and the person they select as their new housemate (the 'sub-tenant'). Again this agreement can either be written, oral, or a combination, but is most often oral, and the standard terms apply (see *Glossary*).

In creating this second tenancy agreement, the head-tenant actually becomes a landlord, as they assume all of the legal rights and responsibilities that apply to landlords, in relation to their sub-tenant.

It is important to remember that a sub-tenant enters into an agreement with the head-tenant only; there is no legal relationship between the sub-tenant and the owner of the property (the head-tenant's landlord). This also means that the sub-tenancy is dependent on the head-tenancy for its existence. If the head tenancy ends, the sub-tenancy must also end, which means the sub-tenant will no longer have a right to stay.

! Head tenants: some words of caution

As a head-tenant, it may appear that you get all of the benefits of share house living (shared expenses, sparkling conversation, novice cookery) without the burden of 'joint and several liability'. But, it would be misleading to suggest that there are no drawbacks. In fact, being a head-tenant is actually all about responsibility!

Firstly, you become a landlord. This means responsibilities like collecting rent and issuing rent receipts, depositing bonds, and finding new sub-tenants whenever someone leaves. It also means following *all* the rules that apply to landlords regarding, for example, eviction. It's not just a case of choosing who you want to live with you, dictating what they can do in the house, and when and on what terms they should leave, at your whim.

Secondly, although you may not have joint and several liability, you are essentially still responsible for the actions of your house mate/s. You still have your own tenancy agreement with responsibilities such as paying rent, taking care of the premises, not disturbing the neighbours, and not causing damage. This means, if your sub-tenant breaks any of these rules, this will affect you too. Ultimately you will have to take steps to avoid consequences for your own tenancy.

BUT the difference, as compared with joint tenancy, is that you have clear access to *legal redress* against your sub-tenant. Remember: you are essentially the landlord, and you have a contract with your sub-tenant. This means you can take legal action if they fail to comply with their obligations. By the same token, if *you* break the rules, your sub-tenant could also take action against you.



Head tenants please note that as a service for tenants, the Tenants' Union is unable to advise you in relation to issues arising from your status as *landlord*, or disputes with your sub-tenant. For advice in this situation it is best to speak to Legal Aid — see *Useful Contacts*.



Unauthorised sub-letting: sub-tenants be warned!

- It is very important that — if you are moving into established premises with a head tenant — you make sure your head tenant obtains the landlord's *written permission* to sub-let to you.

The law very clearly states that you will be afforded no tenancy rights unless the landlord gives this permission — which puts you in a very vulnerable position.

This would mean that you are not entitled to any protection against excessive rent increases, or wrongful eviction — a fact which the head tenant could try to take advantage of. It also means that, if the landlord/property owner later discovered the unauthorised sub-letting and objected to it, you could be immediately evicted. Ask to see written evidence of the landlord's approval before you move in. Also note that by failing to seek written permission to sub-let, the head tenant is also in breach of their tenancy agreement.

Possibility #3: It's an Occupancy



If you live in shared accommodation, but either you are not part of a tenancy agreement; or one of the people you live with is the owner of the premises, it is possible that you are an occupant.

Who is an occupant, and what is an occupancy agreement?

The law in the ACT (specifically, the Residential Tenancies Act — ‘the Act’) divides residents of rental accommodation into two categories: tenants, and occupants.

An occupant is somebody who does not have a residential tenancy agreement (more on this later), but who does have some other kind of agreement — be it written, oral, express or implied — where they are given:

- the right to occupy premises,
- for use as a home,
- in exchange for payment.

This is known as an ‘occupancy agreement’. The person who gives the occupant the right to occupy premises is known as the ‘grantor’.

The definition of an occupancy agreement is identical to the definition of a tenancy agreement in the Act. However the difference is that there are some arrangements that are specifically excluded from the definition of tenancy. These excluded arrangements, therefore, fall into the occupancy category. All other arrangements that meet the definition are tenancies. So in this way, occupancy is something of a ‘fall back position’ for renters who are not recognised as tenants.¹

Occupants have a limited range of rights prescribed in the Act as ‘occupancy principles’, but these are neither as comprehensive nor as certain as the rights given to tenants — such as those in the standard terms. But, they are much better than nothing! Also very importantly, occupants have the right to have their disputes heard by the Residential Tenancies Tribunal and to have their bond lodged with the Office of Rental Bonds.

See the *Occupancy Tips Leaflets* including *Occupancy Agreements* and *Occupancy Rights* for a full guide to the occupancy principles.

¹ Note however that residents of retirement villages; and Commonwealth-funded nursing homes or hostels for the aged or disabled are excluded from the Act altogether. This means they neither meet the definition of tenancy nor occupancy under the Act.

What type of renting arrangement would be classed as an 'occupancy'?

Boarders and Lodgers

A lodger pays money for a room or rooms in someone else's house, while a boarder generally has the same arrangement but with meals or other services included. Boarders and lodgers are specifically excluded from the definition of tenancy in the Act, and are therefore occupants. Sometimes it will be obvious when somebody is boarding or lodging because, for example, they may be living in an actual boarding house, hostel or guest house. However at other times it is not so clear, and unfortunately, the Act fails to provide a definition of either 'boarder' or 'lodger'. But, the general law does provide some guidance. Below are factors that indicate a boarder/lodger arrangement (for further information see *Occupancy Tips: Occupancy Agreements*).

1. Lack of 'exclusive possession'

Traditionally, the crucial difference between being a tenant and being a boarder/lodger has been that in a tenancy you had 'exclusive possession' of the premises. You have exclusive possession when you have the right to *exclude* anyone you like (even the landlord) from the premises that you rent. The standard terms clearly state that a tenant in the ACT will always have exclusive possession *unless* otherwise agreed in writing.

2. Somebody else retains control of the premises

Interconnected with the idea of exclusive possession, is the question of who has 'control' over the premises. Where a resident lacks exclusive possession, this will generally be because the owner or proprietor has retained ultimate control over the premises. For example they may keep a key to your room and enter at certain times or for certain purposes like cleaning. They may also make and enforce the 'house rules', governing the overall running of the place. If the owner lives in the house with you, such as in a home-stay arrangement, they have most likely retained control over the premises.

3. Other services included

If, as well as offering accommodation (i.e. just the right to reside there), the owner or proprietor also provides additional services to the resident, this could indicate a boarding situation. Additional services may include linen, cooking, or cleaning.

Residents of particular kinds of premises

As well as excluding boarders and lodgers, the Act specifically excludes residents of certain types of accommodation from being recognised as tenants. Excluded premises are: hotels, motels, clubs, caravan and mobile-home parks, and on-campus educational institutions.

Exception: written tenancy agreement

Now, if it sounds like you may be an occupant you should still look at whether you have a written agreement, and if so what that agreement says. This is because — although the Act excludes the above arrangements from the definition of tenancy, there is one situation in which any of these arrangements could still be considered a tenancy, as follows:



If you have:




- entered into a **written** agreement
- that gives you the right to occupy premises:
 - as a home,
 - in exchange for some kind of payment
- **AND** (this is the important bit)...*the agreement expressly states that it is a 'residential tenancy agreement'*



you are actually recognised as a tenant; and owner/proprietor will be considered your landlord. The idea is that by entering into this written agreement, the parties are making a clear statement that they want to create a tenancy — and that the resident should have all the legal rights and protections (as well as responsibilities) that tenants enjoy.

Possibility #4: None of the above



If you still don't feel the above categories truly reflect your situation, phone the Tenants' Advice Service for specific advice. See *Useful Contacts*.

Arrangement	Pros	Cons
<p>Co-tenancy</p> 	<p>None of your housemates can kick you out.</p> <p>All co-tenants are equal parties with the same rights and responsibilities.</p>	<p>The Residential Tenancies Tribunal may have limited power to resolve disputes between co-tenants.</p> <p>Joint and several liability may mean you end up having to pay your housemate's debts.</p>
<p>Head-tenant</p> 	<p>You get to choose whom you live with.</p> <p>If you have a dispute with a sub-tenant you can apply to the Residential Tenancies Tribunal. The tribunal can hear and decide on such disputes in exactly the same way as between landlords and tenants.</p>	<p>You have to find (and keep!) housemates if you don't want to have to cover the entire rent alone.</p> <p>You are ultimately liable for <i>all</i> rent and <i>any</i> damage to the premises. This means that if (for example) a sub-tenant doesn't pay rent and/or damages the premises and then absconds, you could be left out of pocket.</p>
<p>Authorised sub-tenant</p> 	<p>You are very likely to have a periodic tenancy, meaning you need only give three weeks notice if you want to vacate.</p> <p>You can't be held liable for anything your housemates do or don't do, and you don't have the hassle of organising repairs, dealing with a real estate agent, or keeping a landlord happy.</p>	<p>If the tenancy that your head-tenant has is terminated, you will have no official right to stay in the premises (unless you are able to form a new agreement with the landlord).</p> <p>Your head-tenant can evict you if he or she has valid legal grounds for doing so. Also you have no recourse or relationship with the owner of the premises.</p>

Arrangement	Pros	Cons
Occupant 	<p>You may be able to vacate with short notice, so this could be a suitable temporary or short term arrangement.</p>	<p>Your tenure is governed by occupancy principals, not the standard tenancy terms. This means you have fewer legal rights. For example, there are no minimum standards regulating rent increases or eviction.</p>
Unauthorised sub-tenant 	<p>You have none of the official legal responsibilities in the premises that apply to tenants.</p>	<p>You are not a tenant (nor an occupant) but a licensee: giving you no rights or protections under the Residential Tenancies Act. This means your right to occupy is extremely vulnerable, and could end at any time without notice.</p>

Getting your position clear

It will help to avoid problems if you have a clear understanding of the relationships in the house from the beginning. Below are some suggestions for ensuring that you have the legal standing you want in the household:

If you want to be Co-tenants — sharing all legal responsibilities within the household, you should:

- ✓ Make sure that all the tenants sign the agreement.
- ✓ Consider forming a written share house agreement between the housemates (see our sample agreement in *Part 3: Hints for a Happy Share House*).
- ✓ Negotiate with the landlord to create a new co-tenancy agreement when one co-tenant moves out and is replaced. If the landlord is happy with the change, a new agreement can be created, containing the names of all current co-tenants.

If you want to be a head-tenant — signing the agreement alone, getting housemates in to share the rent but maintaining ‘control’ of the house (which would include looking for new housemates when someone moves out, dealing with the landlord, organising rent to be paid on time), you should:

- ✓ Make it clear to your housemates from the beginning that you are the head-tenant. This means they will not be party to your tenancy agreement
- ✓ Most importantly — get the landlord’s written approval to sub-let.
- ✓ Give your housemates receipts when they pay the rent, and if you accept bond from them, ensure that it is lodged with the Office of Rental Bonds.
- ✓ Ideally, establish written tenancy agreements with all sub-tenants, particularly dealing with matters such as the rent, and whether the agreement is for a fixed term or periodic. The standard terms will also apply to the sub-tenancy.

If you move into an existing share house:

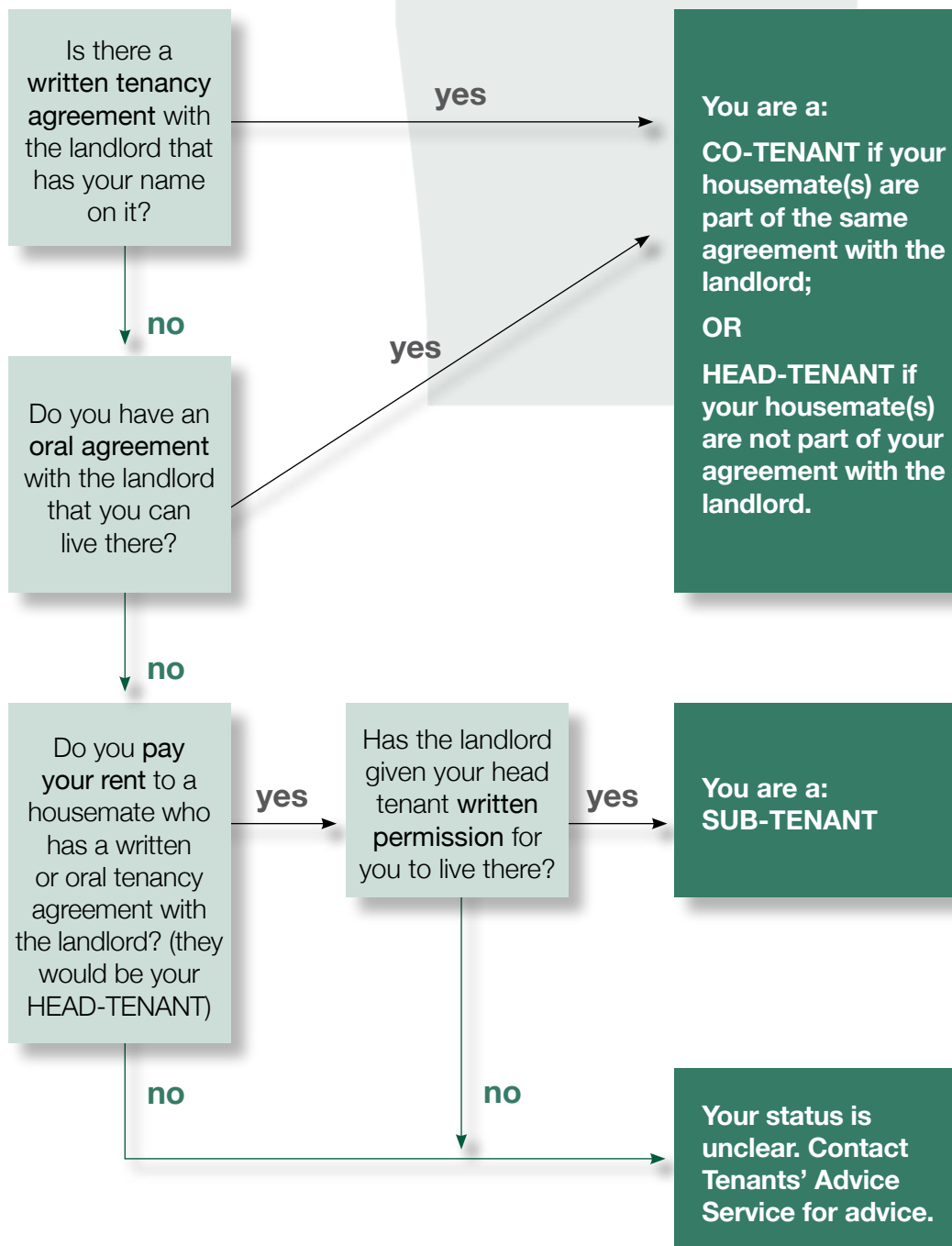
- ✓ Be inquisitive about the current arrangement.
- ✓ If you particularly want to be a **co-tenant**, ask that a new tenancy agreement be created with your name listed;
- ✓ If you want to confirm that you are a **sub-tenant**, ask for a written agreement with the head-tenant that confirms your status.
- ✓ It is *very important* that you also ask your head tenant to provide written confirmation that the landlord has approved the sub-tenancy.

If you move into premises under some form of occupancy arrangement:

- ✓ You should ask for a written agreement, setting out all your rights and responsibilities in the house, including how and on what grounds the occupancy could be terminated, how and when rent might be increased, and other house rules if applicable.
- ✓ If your occupancy continues for more than 6 weeks the Residential Tenancies Act says that you are legally entitled to have a written agreement.

What kind of shared tenancy arrangement am I in?

(START HERE)



Types of Tenancy Agreements

After working out what type of share house arrangement you are in, you also need to determine what type of tenancy agreement you have — or you would like to create — with the landlord (or head tenant). The type of tenancy agreement you have will determine the answer to most common questions that arise, particularly the issue of moving out of a share house (see *Part 4: Trouble in Paradise*).



Please note the following does not necessarily apply to occupants — for more information consult the Occupancy Tips leaflets, or phone Tenants' Advice Service for specific advice on your occupancy agreement.

Fixed term agreement

A fixed term tenancy agreement states that the tenancy commences on a certain date, and continues for a specified period, usually 6 or 12 months.

The advantage of being in a fixed term agreement is security of tenure. Unless you commit a serious breach of the agreement, or the landlord has very specific and special grounds, you cannot be evicted during the fixed term. (For more information see *Tenancy Tips: Eviction in the ACT*).

However the flip side is that you are locked in, and so leaving the tenancy before the fixed term is up can be an expensive exercise (see *Tenancy Tips: Ending a Tenancy and Breaking a Lease*). This is particularly complicated if you are in a co-tenancy, and you are the only one who wants to leave. Thanks to joint and several liability, your financial responsibility continues until the fixed term ends or the tenancy is terminated, even after you move out of the house. This problem is dealt with in detail in *Part 4: Trouble in Paradise — Eek!! Get Me Out Of Here!*

No need for renewal

Your landlord cannot compel you to 'renew' your agreement or sign a new agreement at the end of the fixed term. However you can stay in the house at the end of the fixed term, and if you do, the tenancy automatically continues into a 'periodic tenancy' (see below), with the same conditions as those of the fixed term agreement.

The landlord can't terminate the tenancy just because the fixed term has, or is about to end. On the other hand, the tenant *can* terminate at or after the end of the fixed term by giving 3 weeks prior written notice.

Each agreement is a new tenancy

Note that whenever a new fixed term tenancy agreement is entered into, legally this is a whole new tenancy. This means the landlord should be conducting an inspection and creating a new condition report as evidence of the condition at the start of *this* tenancy. This is particularly so if there are incoming and outgoing tenants, the incoming tenants should not be held accountable at a later stage for damage caused before they moved in.

Also, if some of the tenants are different from those in the previous tenancy, arrangements will need to be made regarding bond. To ensure the bond is lodged with the Office of Rental Bonds in the names of the current tenants, either the bond should be refunded in full (the outgoing tenant/s taking their share, the new and remaining tenants lodging a new bond), or all parties complete a transfer of tenants form.

Periodic tenancy

A periodic tenancy is simply when the tenancy is not specified to be for a fixed term. As mentioned above, if the tenants stay on at the end of a fixed term, the tenancy continues on a periodic basis, unless the parties sign a new fixed term agreement, or the tenants vacate.

Ending a periodic tenancy

The advantage of being in a periodic tenancy is that the tenant/s can lawfully vacate ('terminate' the tenancy) simply by giving 3 weeks' written notice to the landlord. Providing the tenant/s move out, clean up and return the keys on or by the date in their notice, they will have no further liability under the tenancy (unless they have caused damage, and the cost for repairs exceeds the amount of bond being held...but you get the idea).

But again there is a flip side. The landlord is able to end a periodic tenancy — even if the tenants are not in breach of the agreement. This could be by way of a 'no grounds' notice to vacate — where the landlord must give 26 weeks notice — or a notice to vacate for specific reasons, giving the required notice period as set out in the standard terms. See Tenancy Tips: *Eviction in the ACT* for details.

Unilateral termination of a periodic tenancy

In a periodic tenancy — unlike a fixed term tenancy — the law says that the whole tenancy may be terminated by just one of the tenants giving the required 3 weeks written notice. This is called ‘unilateral termination’. This means that, whether the whole or just part of the household wants to move on, vacating tenants do not have to fear ongoing liability, and the entire bond can be released. As for any tenants who want to stay, they can then enter into a new tenancy agreement with the landlord (with the possible inclusion of a new housemate), and lodge a new bond. Alternatively, if the remaining tenants simply stay and the landlord continues to accept rent from them, a new — implied — tenancy will probably arise.

On balance, periodic tenancies are — generally speaking — the best kind of arrangement for co-tenancies. This is because the nature of share houses (unstable; unpredictable; mixed needs, priorities and egos) means there is a higher than average risk that at least one housemate will want to move out before the fixed term ends. If all co-tenants want to leave, there are the usual costs and hassles associated with breaking a lease. Where not all co-tenants want to leave, there will be some sticky questions regarding ongoing liability, and refund of bond. Things can get ugly — but of course just how ugly will depend on the circumstances and how they are handled (see *Part 4: Trouble in Paradise — Eek!! Get Me Out Of Here!*).

Part 2: Setting up shop

Starting a share house from scratch

If you decide to set up a new share house, the first step is finding a suitable place for you and your potential housemates. Whether this is easy or hard will of course depend on lots of things, like how choosy you are about location, how much rent you are prepared to pay, the time of year, and so on.



House hunting checklist

In terms of the quality of the accommodation, it is always a good idea to have in mind some basic priorities. When inspecting the property, take your time and pay attention to the features that are of most concern to you such as heating, cooking facilities, light or ventilation. You may even like to bring along a check list (see our *House-hunting Checklist* on the following pages). Remember that the inspection is your chance to make sure the property will be liveable for you in the long term, before committing yourself to a lease — so don't be rushed. Once you sign the agreement, you are generally committed to the premises and their condition.



HOUSE HUNTING CHECKLIST

BUDGET for costs at the start of the tenancy, for rent and living costs:

- moving
- furniture
- contents insurance
- connection fees: electricity, gas, phone
- house needs: food staples, crockery/utensils/bedding
- rent in advance
- bond

CHECK OUT places carefully, take your time.

Use the following list as a guide.



CONSIDER what type of housing you want to be in, where you want to live.

All rooms

- Do all the doors and windows open and shut properly?
- Do all the external doors/windows have secure locks (many insurance companies will not offer contents insurance if the house isn't fitted with deadlocks)
- Do opening windows have fly screens?
- Are there security screen doors?
- Are there smoke detectors?
- Are there adequate power points?
- Is there adequate storage space?
- Are there blinds/curtains on the windows?
- Does the hot water capacity meet your needs?
- Is the property insulated? (an important consideration for Canberra winters)
- Do lights work?

Living Room

- Does the living area have heating that works efficiently? Does it work? If there isn't heating, how easy will it be to heat?
- Is there an antenna outlet for your TV? Is there an antenna?
- Is there a phone connection? Is there a phone line to the property?

Kitchen

- Is there an extractor fan over the stove?
- Is there adequate space for your fridge?
- Is there enough bench space for food preparation?
- Is there enough space for food and utensils?
- Does the stove (and other appliances) work?
- Are there any signs of vermin (e.g. rats, cockroaches)?

Bathroom/Toilet

- Does the toilet work properly?
- Is there an extractor fan? (very important in Canberra winters)
- Are there signs of mould? (many tenants have problems with mould in winter)

Laundry

- Are there taps for your washing machine?

Outdoor areas

- Are there outdoor lights/security lights?
- Are there taps/garden hoses?
- Will you be able to maintain the garden? (if it is a big garden who will pay for the water?)
- Is there a clothesline?

Miscellaneous

- Is the property close to public transport, shops, parks etc?
- Are there any potential noise problems? (Neighbours upstairs, busy roads, schools etc)

Signing the tenancy agreement

Once you have found and secured a place, one of the most important questions is how many of the housemates will sign on to the initial agreement. Usually all the housemates sign up — this will make them all co-tenants — but there's no reason one person can't take on the agreement alone and then sub-let to the others, as long as the landlord agrees (consult *Part 1: The Legal Situation* for some pros and cons before deciding on this).

Whatever you decide, it is important that you each take the time to read and understand the lease and to consider and agree on all aspects of your tenancy including costs, length etc.

Bond

Before the tenancy begins, the landlord can (and almost certainly will) require that you pay a bond, which then needs to be lodged with the Office of Rental Bonds. All the housemates whose names are on the agreement typically contribute an equal share, and at the end of the tenancy the Office of Rental Bonds will pay out the bond in equal shares. In a sub-tenancy situation, the head tenant will be responsible for lodging any bond taken from the sub-tenant. See Tenancy Tips: *Bond* for further information.

Share house agreement

As well as the tenancy agreement with the landlord, you might also think about drawing up a simple 'share housing agreement' with your new housemates. The idea of this document is not so much that it will be a binding legal agreement (in all likelihood it won't be), but rather that it will serve to remind everyone what they agreed to when the tenancy began. The share housing agreement could include matters like how rent and other costs (e.g. the phone bill) are to be divided, how domestic duties are to be done and by who, and how much notice to give your housemates if you want to move out. See our *Sample Share House Agreement* in *Part 3: Hints for a Happy Share House*.

Moving into an established share house

It's very common for people to come and go one at a time in existing share houses, and some continue without a complete changeover of tenants for many years. The stories and sense of history that accumulate over time can be great, but the downside is that the exact status of the tenancy, the bond, and the people living there can become murky.

The main problem with moving into an established share house as opposed to starting a new one is that you are at a bit of a power imbalance in relation to the existing housemates. It's particularly important to determine what your legal status in the house will be (see *Part 1: The Legal Situation — Getting your position clear*).

Once you have established your legal status, it is a good idea to ask the landlord to do an inspection, and create a new condition report, just before or soon after you move in. If you have negotiated for the entire household including yourself to enter into a new agreement with the landlord, this is expected to happen anyway. This will establish what the condition of the premises was like when you moved in, and the fact that you aren't responsible for any damage to the premises that exists at that time.

If the landlord won't do an inspection, or if the other tenants aren't happy with having one, you should at least make your own notes or report about any damage to the premises that you notice. You can fill in a condition report form available from the Tenants' Union office or website. You could even take photos with a date stamp for added protection.

Bond



For more information about bond, see *Tenancy Tips: Bond*

What is bond?

A bond is a landlord's security in case a tenant leaves owing rent or having caused damage to the property that has to be repaired. In the ACT the maximum amount a bond can be is the equivalent of four week's rent. You can generally expect the landlord to demand the maximum.

One very important point to keep in mind is that — in a co-tenancy — the law sees a bond as just one indivisible pool of money that is lodged as security for the entire tenancy (remember joint and several liability, see *Part 1: The Legal Situation — Co-tenancy*) This means that, for example, the entire bond could go to compensate the landlord for the actions of just one of the tenants in the share house.

At the beginning of the tenancy

The law in the ACT says that bonds *must* be lodged with the Office of Rental Bonds ('ORB'). Everyone who contributes to the bond should sign the bond lodgement form. This form records the fact that those people are entitled to a share of the bond when the tenancy ends. The money and the form then go to the ORB, and the money is held in trust until the tenancy terminates and a bond claim is made. You can check with the ORB to ensure the bond is lodged if you don't receive a receipt from them.

At the end of the tenancy

Even though bond is generally paid to the landlord at the start of the tenancy, that doesn't mean it belongs to them. It's still your money. When the tenancy terminates, the landlord is only entitled to claim money from your bond to cover costs such as repairing damage to the premises caused by you (or your co-tenant/s), and any rent arrears. If there is no damage, no rent arrears and no other issues, then you should get your bond back in full.

Note that when the bond is released the ORB will assume that it should go in equal shares to the signatories. If this is not the case the ORB will require a signed statement from all of the tenants indicating how the bond should be distributed.

Leaving during a tenancy

Housemates often come and go one at a time. This can be a bit of a problem, because the ORB won't pay out the bond money before the end of the tenancy unless the landlord agrees to it, and they cannot do a partial bond refund.

So how is the outgoing tenant going to get their share of the bond back? The easiest thing to do is to get an incoming tenant to pay out the outgoing tenant's share of the bond in cash: remember to give/request a receipt. Then the tenants can complete an ORB transfer of tenants form to remove the outgoing name and add the new one to the bond account.

Sub-tenants

If you are a sub-tenant your bond might be lodged or it might not. It's not uncommon for a head-tenant to ask for a bond but then not lodge it. All bonds must be lodged — the Residential Tenancies Act requires it, and imposes a penalty for landlords (or head-tenants) who accept bond without lodging it — of up to \$2,000. But the most important thing is for you to get a receipt. If you can prove that you paid a bond then the Residential Tenancies Tribunal has the power to arbitrate a dispute over it, whether or not it was lodged with the ORB.

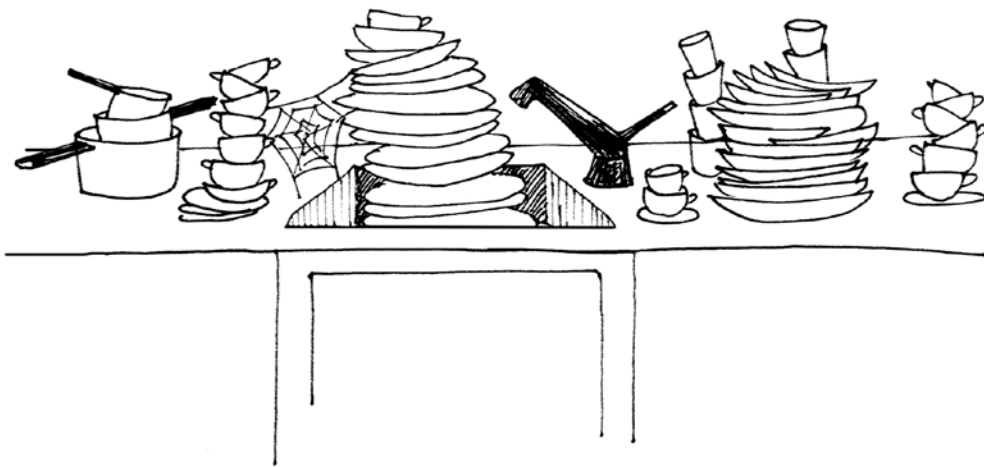
Occupants

A bond paid by an occupant does not have to be lodged with the ORB, but an occupant still has the option of lodging their own bond (an option we highly recommend you take up!). Failing this, again it is important that you get a bond receipt. Ultimately, like tenants, occupants are able to have their bond disputes resolved by going to the Residential Tenancies Tribunal. See *Occupancy Tips: Occupancy Rights* for more information.



See *Useful Contacts* for details on the Office of Rental Bonds.

Part 3: Hints for a happy share house



Bills, shopping and other stuff

The following are just a few tips on how to ensure your household is set up to run as smoothly as possible. Obviously, each household operates differently and there is no point being too prescriptive — ideally the household will get into its own groove eventually. For those who like formalities though, much of these matters (and more!) can be dealt with in a ‘share house agreement’. See our sample *Share House Agreement* later in Part 3.

Rent

The golden rule is to always ask for, or give receipts for any rent or bond paid to, or by housemates. This is the case whether you are a co-tenant paying rent to your landlord, a sub-tenant paying rent to your head-tenant, an occupant paying rent to your grantor, or a head-tenant both paying rent to your landlord and receiving rent from your sub-tenant.

Bills

A major point of conflict in a share house is often about paying bills. It is vital to decide when you move in who is to be responsible for paying bills and how the bills are to be divided. Think carefully about whose names the utility accounts will be in as the account holder will be held liable for any amounts outstanding. It can be a good idea to spread the financial responsibility around by getting different housemates to be responsible for different services.

Generally, bills such as gas, electricity and water are divided equally between all members of the household. However, if one person has an appliance which uses a lot of electricity, water or gas, then maybe they should pay extra. Phone bills in particular can be a source of much disquiet. If you have a shared land line you need to come to an agreement about long distance and mobile calls.

See *Useful Contacts* for details of utility providers.

Food and Shopping

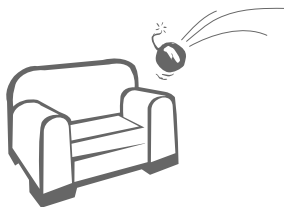
Shopping and cooking arrangements can vary greatly from house to house. Some groups put a weekly/fortnightly amount into a kitty and the money is used for grocery shopping. Some kitties are used only for cleaning or common products and each housemate does their own food shopping, cooking and dish washing and has separate cupboard/fridge space. Some groups have a cooking roster and enjoy sharing and trying new food, sharing costs, etc. Whatever you decide to do, agree and write it down, just in case.

Chores

Many households find that a roster for certain tasks, especially cooking and washing up, is the best way to ensure that chores are completed fairly. Others find that a more flexible honour system is sufficient.

It's necessary to realise that if you want the advantages of having housemates, you will have to do your share in the upkeep of the household. If you find that one or more of your flatmates is failing in their duties, it is not unreasonable to remind them politely that the jobs have to be done. However, rude notes left under peoples doors are probably unproductive. If you feel there is a problem developing, it's a good idea to get together and discuss it before things get out of hand.

Essentially, living in a contented household means finding people who have similar ideas about cleanliness and domestic arrangements. If the differences are too great, it may be difficult to continue living together.



Managing and avoiding conflict

Share houses can break down for a variety of different reasons, but by far the biggest culprit is because the variety of lifestyles represented in the share house includes two or more that clash. This is very hard to avoid ahead of time, and when it happens it usually leads to TISHB (Total Irretrievable Share House Breakdown), which isn't fun for anyone. So here are some pointers.

#1 Choose your housemates carefully. Sounds silly, but remember that it's perfectly normal for people who are the best of friends not to be able to stand 48 hours of living in the same house. Think carefully about the compatibility of your personalities and lifestyles before you sign anything.

#2 Keep talking (and by 'talking', we mean *talking*). Once you start communicating entirely through post-it notes stuck to the fridge, your chances of resolving the conflict amicably decrease dramatically.

#3 Try to understand where the other person is coming from, even if they don't make the same effort.

#4 Have clear rules and stick to them. House rules are a great idea — make a list of them (keep it short!) and pin it up where everyone can see it. Before you do that though, make sure everyone agrees with the rules (i.e. aim for a democracy, not a dictatorship).

#5 Deal with things ASAP. Never never *never* let things fester. If you aren't happy with something, say so — but do it in a way that isn't confrontational (that doesn't mean you can stick post-it notes to the fridge!).

#6 If all else fails... you might want to consider mediation. There is nothing wrong with involving a trained, independent 3rd person. See *Useful Contacts* for mediation services.



SAMPLE SHARE HOUSE AGREEMENT

The following conditions apply to sharing the premises at

All tenants indicated below agree to:

Rent

- Each provide \$_____ rent per week/fortnight/month to _____ the landlord (collected from the house/ delivered to agent/paid to bank account _____)

Bills

- Pay an equal share of utility (power, gas and water) bills
- Keep a log of all phone calls I make and pay for those
- Pay an equal share of washing machine rental (\$_____ per month)
- Pay all bills before the due date:
 - Power to _____
 - Phone to _____
 - Gas to _____
 - Water to _____

Chores

- Rotate dishwashing duties, and ensure dishes do not accumulate for more than 2 days
- Do my fair share of other household cleaning
 - _____ to do all gardening (including mowing the lawn once a month)
 - _____ to clean the bathroom and toilet once a fortnight
 - _____ to vacuum common areas once a week
- Share grocery shopping
- Share cooking

Other conditions

- Take phone messages and pass them on
- Not enter other housemates' bedrooms without their consent
- Take full responsibility for the care of my pet, including any damage done by it
- Treat the house, and the property of other housemates, with appropriate care
- Recognise the need for consideration of other housemates in relation to noise, music, TV etc
- Check with housemates prior to inviting guests over. In giving my permission for guests I will not unreasonably refuse
- On leaving the household I will ensure my share of other bills is paid up and remove all my property, and leave my room in a clean state
- Participate in cleaning the whole house prior to inspections and at the end of the lease

Ending the tenancy

- To give _____ notice if I decide to move out before the tenancy as a whole ends. I will pay \$_____rent and contribute \$_____ towards the costs of finding someone to replace me.

I endeavour to openly discuss any difficulties in the household, including any variation on my behalf from the above conditions.

Name: _____ Signed: _____ Date: _____

Name: _____ Signed: _____ Date: _____

Name: _____ Signed: _____ Date: _____

Part 4: Trouble in paradise



EEK!! Get Me Out Of Here!

The situation where you want to leave a share house but one or more of your housemates want to stay can be a tricky one to resolve. What's more, just how tricky will depend on your role within the tenancy, and the type of agreement you are bound by. Each possibility is set out below.



1. If you are a co-tenant

Periodic co-tenancy

If the tenancy is periodic, you can breathe a sigh of relief, because it is established that you can give your landlord 3 weeks written notice and move out — this will terminate the tenancy for all. You will be liable for nothing further, and the bond can be released. A sample notice you can use in this situation is available from the *Tenants' Union website* — see *Other Useful Resources*.

As for any tenants who want to stay, they will need to establish a new tenancy agreement with the landlord. Ideally, this will happen once new tenants have been found to replace you, and they can become a party to the new agreement. Alternatively, if the remaining tenants simply stay after you give notice, the landlord is aware of this and the landlord continues to accept rent from them, a new tenancy will almost certainly be created by implication.

Fixed term co-tenancy

However, if the tenancy is still on a fixed term, the situation is more difficult. You alone can't terminate the tenancy, so if you just leave the share house you will continue to be liable for rent whilst the lease is still running and your name is on it. In fact, because co-tenants have 'joint and several' liability, you could be pursued not just for your share of the rent but for part or all of any rental arrears owing, and the cost of repairing relevant damage to the premises.

The best solution is to ask the landlord and your former housemates to end the existing agreement and start a new agreement between themselves (any incoming tenant could be included as well). This would mean the existing agreement is lawfully terminated by 'mutual agreement', and your liability would come to an end. Consult the Tenants' Union website for a sample letter to use in this case (see *Other Useful Resources*).

The trick: find a replacement co-tenant!

So, finding a new person who wants to move in and replace you in the tenancy is a big step towards resolving this situation. If the landlord and the remaining co-tenants agree to the new person moving in, then all you have to do is arrange for the existing agreement to be terminated, and a new one formed in its place. Some landlords may be reluctant to do this at first. You may need to explain that essentially there will be no loss to the landlord — you are simply replacing one agreement with another one in identical form, but with just one different tenant, and all rent will be covered throughout the transition.

However if a suitable replacement tenant can't be found straight away, you will have to continue paying your share of the rent until somebody is found. This means it is very much in your interests to get involved in the process of 'housemate-hunting'. So for example, if it is necessary to advertise, you should be arranging and paying for this. The sooner a new person is found, the sooner you can stop paying rent and — once the paperwork is sorted — you can be certain that your liability has ended.

If all else fails...

If these formal options are not possible, you should write to the landlord informing them that you are leaving, that you wish to terminate all your rights and responsibilities in the tenancy on a set date, and that the remaining and/or replacement tenant/s have undertaken to pay the rent after this date (ideally, the tenants mentioned will confirm this in writing). Sign it, date it, and remember to keep a copy for your records. This will not end your legal responsibilities but can be helpful in reducing your liability for damage or rent owing if there is a dispute after you leave. Confirmation in writing from both the landlord and your co-tenants that you have vacated and returned your keys will also help.

Note that just because the landlord gives you the go-ahead to vacate and agrees not to hold you liable (instead pursuing your remaining housemates for the rent), this does not necessarily release you from your ongoing obligation to your co-tenants. Remember you are bound by a second contract with them: see Part 1: The Legal Situation — Co-tenancy. If your housemates don't agree to you leaving, and they are left covering your share of rent, they could pursue you for compensation (see *Can I Take My Co-tenant to the Residential Tenancies Tribunal?* later in Part 4).



2. If you are a sub-tenant

A head-tenant/sub-tenant relationship is legally no different to a landlord/tenant relationship. Among other things, this means that if you have a periodic tenancy, then you only have to give 3 weeks written notice to your head-tenant if you want to leave. Remember that periodic tenancies include those where a fixed term was never discussed. You can download a sample notice to use in this situation from the Tenants' Union website, see *Other Useful Resources*.

It's relatively rare for a sub-tenant to enter into a fixed term agreement with your head-tenant, but if this is what you have, you will be liable to pay the head-tenant compensation if you leave before the fixed term ends. The compensation would generally amount to your share of the rent plus advertising costs until a new sub-tenant is found or the fixed term ends. See Tenancy Tips: *Ending a Tenancy and Breaking a Lease* for more information, and the Tenants' Union website for a sample notice to use in this case, see *Other Useful Resources*.



3. If you are a head-tenant

Periodic

If the tenancy is periodic, you can move out at any time provided you have given your landlord 21 days advance notice in writing (again, the Tenants' Union website has a sample notice you can download: see *Other Useful Resources*). This terminates your tenancy.

However as you are a head-tenant, your moving out will affect the sub-tenancy too. If the main tenancy is terminated, the sub-tenant no longer has the right to stay. This means that by vacating, you are actually evicting your sub-tenant — and all the rules applicable to eviction will apply. You are obliged to provide grounds set out in the Residential Tenancies Act and standard terms, and give the correct notice according to the grounds. If none of the prescribed grounds apply, you are required to give 26 weeks' notice to the sub-tenant. For more information see Tenancy Tips: *Eviction in the ACT* or contact Legal Aid for advice — see *Useful Contacts*.

On the other hand if the sub-tenant/s want to stay, they may try to negotiate directly with the landlord to start a new tenancy agreement — but the landlord is under no obligation to agree to this. However, if you move out and the remaining sub-tenants simply stay, the landlord is aware of this and the landlord accepts rent directly from them, a new tenancy may arise by implication. The landlord should already be aware of the sub-tenants' residence in the premises as their consent was required to form the sub-tenancy in the first place.

Fixed term

You will be liable to pay the landlord compensation if you leave before the fixed term ends. The compensation would generally amount to rent plus advertising costs until a new tenant is found (see *Tenancy Tips: Ending a Tenancy and Breaking a Lease*, and the Tenants' Union website for a sample notice to use in this situation — see *Other Useful Resources*).

Also, as in the case of a periodic tenancy, your vacating will amount to eviction of your sub-tenant, so you need to ensure you comply with your legal obligations as a landlord (see above).

However if your sub-tenant/s want/s to stay, a good solution would be for them to step in and start up a new agreement directly with the landlord, to replace the existing agreement that you are breaking. This means you get to leave, they get to stay, and the landlord incurs no loss because there is a seamless transition between tenancy agreements. The Tenants' Union website contains a sample letter to the landlord that may be useful in this situation (see *Other Useful Resources*).


Naturally though, the sub-tenants may want to find somebody to replace you to help cover your share of the rent before agreeing to take on liability for the whole premises. If this is the case, until a replacement tenant is found, and your agreement is terminated and replaced by a new one, your liability as head-tenant continues.

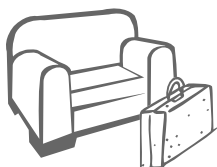


4. If you are an occupant

Providing there is no written agreement (and often there isn't), occupants are generally only required to give 'reasonable notice' before moving out. A good rule of thumb is to go by how regularly rent is paid: if you pay rent fortnightly, give two weeks written notice; if you pay weekly, one week's notice should be sufficient. Another relevant factor might be the length of the occupancy: the shorter the duration, the more likely you can give short notice. The meaning of 'reasonable notice' is open to interpretation, but following this rule of thumb should put you in the clear most of the time.

See *Occupancy Tips: Ending an Occupancy Agreement and Eviction* for more information.

 NOTE: If you want to stay, but you want your *housemate/s* to leave, we are unable to help in this situation (see *Where the Tenants' Union Can't Assist and Why*). We suggest you call Legal Aid for advice — see *Useful Contacts*.



Whenever one tenant leaves a share house

Bond

In all cases where there is a change-over in a share house, arrangements need to be made regarding bond. As the outgoing tenant, the simplest solution is to get the new tenant to pay out your share of the bond in cash, and all parties then **complete a transfer of tenants form** to remove your name and add the new person's name to the bond account for the tenancy.

Also, the lessor should conduct a final inspection to ensure there is no damage at the time your tenancy terminated. A new condition report should then be created for the new tenancy.

Bills

When you leave a share house, make sure that your name is **removed** from any telephone, electricity or gas accounts. If you don't, you could be held responsible for any bills that come in after you leave and may have difficulty getting services connected later if your housemates leave any unpaid accounts. See *Useful Contacts* for details of utility providers.

Change of address

If you are a head or co-tenant, you need to leave a forwarding address with the landlord or agent when you vacate. Make sure you also inform the bank, car licensing authority and other places you get important mail from, that you have moved. Australia Post also has a mail redirection service. (www.austpost.com.au). Also ensure you inform the Office of Rental Bonds of your forwarding address.

EEK!! My housemate has bailed and stopped paying rent and/or bills!

Rent



1. If you are a co-tenant

Co-tenants have ‘joint and several’ liability, meaning each co-tenant has an obligation to pay the rent, and the landlord may proceed to recover any rent or arrears from any one, or all of the co-tenants. So if a housemate leaves but you stay, the landlord is going to want you to cover the full rent until a new tenant moves in or the tenancy ends. If you don’t do this, chances are the landlord will try to evict you for rent arrears — and would probably succeed.

Of course, the departing co-tenant is also liable whilst their name is on the tenancy agreement, and legally they could be pursued for the rent. However, it is less likely that the landlord would bother to pursue them for any rent given you represent a much easier target (i.e. the landlord knows where to find you).

If you end up paying all of the rent by yourself for a period of time, you could try to get the departing co-tenant to reimburse you. They will most probably have contributed to the bond when they first moved in, so they may agree to forfeit their share of the bond to pay off the debt (if so, get them to sign a transfer of tenants form from the Office of Rental Bonds).



Can I take my co-tenant to the Residential Tenancies Tribunal?

It might also be possible to have your co-tenancy dispute heard and resolved by the Residential Tenancies Tribunal (RTT). But be aware of some potential hurdles with this. Remember that co-tenants share ‘joint and several liability’, and that the tribunal may decline to separate your joint liability, by making an order against one co-tenant, in favour of another.

Also the tribunal has, in the past, shown reluctance to even hear disputes between co-tenants. Although this appears to be changing in recent times.

Whilst co-tenants do have joint liability, the RTT could probably conclude — on the basis of evidence — that one tenant alone was responsible for the relevant breach. For example, where the breach is rent arrears, if A produces all their rent receipts for the past year and B can show none, the tribunal could make an order specifically against B, to pay back the arrears.

This approach recognises the fact that each co-tenant is actually bound by two contracts at the same time: one agreement with the landlord, and one agreement with each other (see *Part 1: The Legal Situation — Co-tenancy*). By not paying their share of rent, a tenant is breaching the contract they have with their co-tenants.

There are two possible ways that the tribunal could hear and resolve a dispute between co-tenants:

1. The Residential Tenancies Act defines a ‘tenancy dispute’ as one ‘between the parties to a residential tenancy agreement’. Whilst the traditional view is that a tenancy dispute is one between landlord and tenant/s only, arguably, this definition could also include disputes *between co-tenants*. And so, one co-tenant (A) could make an application to the tribunal seeking compensation from the other co-tenant (B), for the extra rent that A had to pay to cover B’s unpaid share.
2. If option one is not accepted, another possibility is to have a dispute between co-tenants resolved during a hearing of a matter between landlord and tenant/s. This is because the RTT can also hear and decide ‘any matter arising out of, or ancillary to, the dispute that gave rise to the original application’.

In the case where a co-tenant leaves with rent unpaid, having the dispute heard by the RTT under option 2 would depend on the remaining tenant/s not covering the unpaid rent. This would force the landlord to take action in the RTT to recover the arrears, at which point the co-tenancy dispute could be raised. This approach is risky, so be sure you have sufficient evidence to back you up.

Be careful as this is a largely untested area. Seek detailed advice before going to the RTT.



2. If you are a head-tenant

If you are a head-tenant and a sub-tenant leaves during a fixed term sub-tenancy, or without giving you 3 weeks notice that they are leaving during a periodic sub-tenancy, you will be left having to cover their share of the rent or risking eviction from your own landlord. If you cover their rent in these circumstances you can then pursue the sub-tenant for compensation through the Residential Tenancies Tribunal, see *Going to the Residential Tenancies Tribunal*. Alternatively if the sub-tenant paid a bond, this could be used to cover some or all of the rent owed. See *Tenancy Tips: Bond*, or contact Legal Aid for advice — see *Useful Contacts*.



3. If you are a sub-tenant

a. Head tenant leaves

If you are a sub-tenant and your head-tenant leaves, you will have no legal right to stay in the premises if the landlord wants you out. The problem is that you, as a sub-tenant, do not have a tenancy agreement with the landlord, and this also raises a large question mark about rent — until the situation is resolved you would be under no obligation to pay the landlord any rent — this is the outgoing head-tenant's legal responsibility. You cannot be held liable for any rental debts the head-tenant may have clocked up under their own agreement.

Once the landlord realises that the head-tenant has left, they will most likely want you to either sign a new tenancy agreement to formally recognise you as the tenant, or to leave. If you stay in the premises you will probably need to get a new housemate in to replace the person who left and contribute to the rent, and you will of course need the landlord's consent for this. If you are forced to leave, you may be able to take action against your head tenant for wrongful eviction. Contact Tenants' Advice Service for more information or advice in this situation — see *Useful Contacts*.

b. Another sub-tenant leaves

If you are a sub-tenant and another sub-tenant leaves, this should not impact on you at all — you are only required to pay your agreed-upon rent and never to cover another sub-tenant's rent.

However, the head-tenant may have to cover the shortfall (see Scenario 2, above). Don't forget that the head-tenant cannot increase your rent except in accordance with the standard terms, which includes giving you 8 weeks notice in writing (see *Tenancy Tips: Rent Increases and Reductions*).



4. If you are an occupant

This situation is not a problem if you are an occupant. This is because you are only responsible for paying your own rent or board. If another occupant moves out the grantor cannot impose responsibility on you, which means you cannot be left paying their share of the rent.



In all cases where you cover someone else's rent..

If you are left covering a housemate's rent after they leave, your entitlement to recover compensation from them is dependent on whether you can show you have sufficiently 'mitigated' your loss. Mitigation means taking all reasonable steps to avoid or minimise your loss. In this situation, the logical approach to mitigating loss would be to take steps to find a replacement tenant to cover the shortfall as quickly as possible.

Bills

This is an issue that falls outside of tenancy law. When a housemate leaves their share of bills unpaid, this is mostly a problem for the account-holder, who is liable to the service-provider for payment of the account. If there is more than one account holder then — much like co-tenants — they each have joint and several liability in relation to the service-provider. Unpaid bills can affect the credit-rating of the account holders, and in the short term can lead to services being cut off. This means that where the account holders are unsuccessful in either tracking down the non-paying party, or getting them to pay, they may end up having to cover that person's share to ensure the bill is paid.

If you find yourself in this situation you could take action to recover the debt from the non-paying person in the Small Claims Court. See *Useful Contacts*. Also, it may be possible to have a dispute about unpaid bills joined to an existing tenancy dispute in the Residential Tenancies Tribunal (see *Can I Take My Co-Tenant to the Residential Tenancies Tribunal?* on the previous page).

Another solution is to negotiate with the utility provider for a payment plan or discount if you are having trouble paying any bills — particularly if you are on a low income and hold a health care card. See *Useful Contacts* for details of providers and the Essential Services Consumer Council, who also provide hardship assistance.

EEK!! The landlord wants to kick us out!

So the landlord wants to you leave.

Panic stations? Not necessarily.

Where there is a valid tenancy, the landlord does not have the power to just kick you out whenever they like. There is no such thing as ‘self help’ eviction in the ACT. This means that the landlord does not have the power to change the locks on you, nor to manhandle you off the property. If they try to, the Residential Tenancies Tribunal can order the landlord to pay you compensation.



1. If you are a co-tenant or head-tenant

If the landlord wants to end your tenancy, they can only do so in accordance with ACT tenancy law. This process is explained in the leaflets *Tenancy Tips: Eviction in the ACT* and *Defending an Eviction*, and applies equally to share houses as to any other type of tenancy situation.



2. If you are a sub-tenant

If a head-tenant wants to evict you, the procedures that would otherwise have to be followed by a landlord (including service of a notice to vacate, and seeking an order from the Residential Tenancies Tribunal if you refuse to leave) will apply equally to your head tenant. These are explained in *Tenancy Tips* leaflet: *Eviction in the ACT*.

However if a landlord successfully (and legally) evicts your head-tenant, their tenancy terminates. Although you will not have been a party to this procedure, your sub-tenancy will also come to an end on the same date. Remember: a sub-tenancy is dependant on the main tenancy for its existence so when it ends, the sub-tenant loses their right of occupation. Depending on the reason why the head-tenant was evicted, your only hope if you want to stay may be to see if you can negotiate a new tenancy agreement directly with the landlord.

However remember as noted above that your head-tenant still has obligations to you as a landlord — including proper notice of eviction. Although your head-tenant may be powerless to prevent your eviction if they themselves are being evicted, he or she may still be liable to pay you compensation. Contact the Tenants’ Advice Service for more information or advice in this situation — see *Useful Contacts*.



3. If you are an occupant

In an occupancy, the eviction process is not as strictly prescribed by the legislation as it is for tenants. However this may be covered in a written occupancy agreement, if you have one. Occupants' basic rights in this situation are set out in the leaflet: *Occupancy Tips: Ending an Occupancy Agreement and Eviction*.

EEK!! My housemate has caused damage to the property!

Tenants are responsible for damage caused to the property or its contents either *intentionally* or *negligently*, but *not* problems that arise out of fair wear and tear ('FWT'), or accident without fault. Deliberate or negligent damage is a breach of the tenancy agreement. Serious damage can be a reason for the landlord to terminate the tenancy, in addition to compelling the tenant to cover the repair costs.

Tenants' liability also extends to situations in which the damage is caused by a guest of the tenant. The definition of guest is really quite broad. Essentially, a guest is anybody on the premises with the permission of the tenant — but not if they are there at the request of the landlord.

At the end of the tenancy, the landlord has the ability to claim money from the tenants' bond to cover the cost of repairing damage done to the property by the tenant that is not FWT.



1. If you are a co-tenant

Because co-tenants share joint and several liability, if your housemate causes damage to the property either deliberately or through a negligent act, then you and all other co-tenants under the lease can be held liable for the cost of repairs.

Also — given that tenants are responsible for the actions of their guests — in a co-tenancy this extends to being potentially liable for damage caused by one of your *housemate's* guests. As mentioned, a guest is anybody on premises with the tenant's permission. This permission need not have been given by you personally, but may have been given by one of your housemates. A guest could also include the friends of friends who turn up to open-invitation parties.

The best thing you can do is attempt to persuade the ‘guilty party’ to accept that they are responsible, and to fork out the cost of repairing the damage. This means that you and the rest of the household aren’t forced to bear the cost — either by the landlord taking action for compensation, claiming part of your bond, or even worse: trying to evict you for breach of your tenancy agreement. If there is anything you can use as a ‘negotiating point’ to make your requests more persuasive — use it!

See also *Can I Take My Co-Tenant to the Residential Tenancies Tribunal?* earlier in Part 4.



2. If you are a head-tenant

As a head-tenant, remember you are, legally-speaking, the landlord. This means, if your sub-tenant (or their guest) causes damage to the property, you have access to legal remedies if they won’t immediately agree to pay up. However the Tenants’ Union is unable to advise a head-tenant in relation to this issue (see *Where the Tenants’ Union Can’t Assist and Why*). For further information or advice in this situation, contact Legal Aid — see *Useful Contacts*.



3. If you are a sub-tenant

If your head-tenant causes damage to the property the good news is you can not be held liable: this is a matter entirely for the head tenant under their own agreement with the landlord.

However you do need to be aware that, as causing damage would be a breach of the head tenant’s own tenancy agreement, if the damage is significant, there is the risk that the landlord may try to evict the head-tenant on the grounds of breach. Remember, once the head-tenant’s tenancy is terminated, so is yours. So it might be in your interests to persuade the head-tenant to take steps to repair their damage — if they don’t at first appear to be doing anything about it. If you are evicted over this issue, you may be able to take action against your head tenant for wrongful eviction. Contact Tenants’ Advice Service for more information or advice in this situation — see *Useful Contacts*.

For more information about liability for damage see *Tenancy Tips: Repairs, and Bond*



4. If you are an occupant

As an occupant you are only responsible for your own actions in the house. So if another resident causes damage, you cannot be held liable, and this will not affect your own occupancy agreement with the grantor.

In any event...

Apart from liability issues, if your housemate has damaged the premises this may also affect you in other ways. Depending on the nature and extent of the damage, your ability to live in the premises, or at least enjoy living there, may be compromised. See *Tenancy Tips: Rent Increases and Reductions; Repairs; and Ending a Tenancy and Breaking a Lease* for information about different options available to you in these circumstances.

EEK!! My housemate's guest is overstaying their welcome!

Like any family, your urban family is not going to be restricted to a small, select group of immediates. Part of the fun of living in a share house involves spending time with the friends, relatives and lovers that float in and out of your housemates' lives. Problems can arise however, in situations where guests become more than just occasional visitors.

So, what can you do if your housemate's partner or friend is threatening to overstay their welcome?

Whether you are a co-tenant, head-tenant or sub-tenant, under ACT tenancy law, tenants have a right to 'exclusive possession' (see *Glossary*). Part of the right to exclusive possession is that as a tenant, you are able to entertain whomever you like in your home. So the bottom line is, you cannot exercise control over whom your housemates invite over to the property. Similarly, as long as they are not causing damage, you don't really have the power to shape their behaviour while they are in your home.

Similarly, if you are an occupant, you have no legal authority over the other occupants of the house, so can't exercise any control over what they or their guests get up to.

Perhaps the first question that needs to be answered in such situations is this: 'What is it exactly that irks me about the presence of this guest in my house?' The answer to that question will dictate how best to go about attempting to resolve the problem.

For example, is it a purely monetary concern? Are you concerned that the partner/friend is consuming services or food at a considerable rate, and yet they are not contributing to the cost in any way? Would you be happy if they threw in for the weekly food bill, the quarterly power bill, or the house slush fund?

Once you have isolated your primary concerns, the best thing to do is to sit down and talk with the housemate in question about the problem. It might be a good idea to have given some prior thought to potential solutions. If you are able to talk things through, well done. If however the problem is so severe it cannot be resolved without major angst, then as a last resort, there may be only one real option: moving out (see EEK!! Get me out of here!).

When a visitor becomes another housemate

There is a difference between someone who comes over a lot, and someone who is essentially a de facto housemate. In other words, when the visitor essentially becomes a housemate, but no formal steps have been taken to have them legally recognised as such.

Tenants are not permitted to create any third party interests in the property without first having obtained the written consent of the landlord. It is a **serious breach of your agreement** to allow someone to move into the property without first getting the landlord's approval.

If you are an occupant, it may also be a breach of your occupancy agreement to have people staying (even short-term) without the consent of the grantor. This will depend on what the terms of your agreement or house rules say.

Indicators of a 'de facto housemate' might be that the person has a key to the property; they financially contribute to the household; or they spend most of their time there and have no other fixed abode. It might also come down to how long this has gone on for, and what all housemates' understanding of the situation is. For example, a friend from interstate or overseas visiting Canberra for two weeks, sleeping on the couch and using the spare key would not qualify as a de facto housemate.



If you are in a co-tenancy

If you find yourself with a de facto housemate, your household needs to have a serious talk. If everybody agrees to the de facto housemate becoming a legal housemate, contact the landlord as soon as possible to obtain written consent for them to become a sub-tenant, or to create a new co-tenancy agreement with them included. If the entire household does not agree to this, or if the landlord will not give consent, the person has no right to stay in the house. If they stay anyway, you will all be in breach of your tenancy agreement, and further action may be taken against you.



If you are a head-tenant

If your sub-tenant's guest is looking like a de-facto housemate, as a head-tenant you have more power to do something about it. Remember, as you stand in the shoes of a landlord, your consent would be required first before another 3rd party interest in the property could be created. If you do consent, remember to then get your landlord's written approval (if not already granted) to create a second/subsequent co-tenancy. For further advice in this situation, contact Legal Aid — see *Useful Contacts*.



If you are a sub-tenant

If your head-tenant's guest is looking like a de-facto housemate, there is nothing much you can do about it. It would be a matter for the head-tenant to get consent from their landlord to allow the guest to stay legitimately (presumably as another approved sub-tenant). However if this hasn't happened and the guest stays on, the head-tenant will be breaching their tenancy agreement. Depending on what action the landlord decides to take, this could eventually jeopardise your own tenancy (e.g. if your head tenant is evicted you would have no right to stay). For this reason, you should have a serious talk with your head tenant: urge him or her to obtain written consent from the landlord if they want the guest to stay long term.



If you are an occupant

As an occupant you are only responsible for your own occupancy agreement. This means that the actions of another occupant will not impact on your occupancy rights. So, apart from maybe warning the other occupant that they may be in breach of their own agreement and risk eviction, it is not necessary for you to take any steps in this situation.



Going to the Residential Tenancies Tribunal

Every tenant and occupant needs to know about the Residential Tenancies Tribunal.

The Residential Tenancies Tribunal (or 'RTT') hears and resolves disputes between parties to a tenancy or occupancy agreement (i.e. tenants and landlords; occupants and grantors; sub-tenants and head-tenants) concerning a tenancy or occupancy in the ACT. Either party to such an agreement can apply to the RTT. Essentially, the RTT functions a bit like a court. The RTT can make orders that are legally binding, and there are penalties for failing to comply with these orders. However, compared to court, the tribunal is intended to be a fast, relatively informal and cost-effective way for parties to resolve their disputes.

Applying to the RTT is usually a last resort. If you can resolve a dispute on your own, then it is usually in your interests to do so. Going to the tribunal will always cost you at least an application fee and a morning of your time, and there are never any guarantees about the outcome. At the same time, if you are sure that there is no other way of getting the other party to comply with their legal obligations, don't hesitate to apply.

The process of applying is a simple one:

- get in touch with the RTT registry (see *Useful Contacts*) and get hold of an application form;
- complete the application form and lodge it (provide 3 copies), together with the application fee and copies of any documentation or other evidence you wish to rely on;
- wait for the registry to set a hearing date. The date will be about 2 weeks after lodgement of the application. The registry will inform you in writing of the hearing.

Then you just need to show up at the tribunal on the day and be ready to flesh out your written application. For help with this, go to the RTT resource page on the Tenants' Union website www.tenantsact.org.au or call the Tenants' Advice Service.

See also *Can I Take My Co-Tenant to the Residential Tenancies Tribunal?*



Glossary

Arrears	Rent which is due but unpaid.
Boarder	A lodger who also receives meals or other services.
Bond	An amount of money that is paid by a tenant or occupant as security for the performance of the obligations under an agreement. In a tenancy, the bond is usually paid by the tenant to the landlord who must forward it to the Office of Rental Bonds . Note that claims by the landlord on the bond at the end of the tenancy are strictly limited.
Breach	A party to either a tenancy agreement or occupancy agreement is 'in breach' of their agreement if they fail to perform their contractual obligations, in other words, they don't do something that the agreement says they must do (e.g. pay rent , do repairs).
Compensation	A contract-law term for an award of money to a person to cover the loss or damage they suffered as a result of the actions of a person they have a contract with (i.e. a breach of contract by the other party). Compensation is to be paid by the party who committed the breach . The purpose of the payment is not to punish the payer, but to ensure that the payee is placed, as far as possible, in the same position as they would be in had the breach not occurred.
Condition report	Also known as an 'inventory', this states the landlord's assessment of the condition of the property as at the beginning of the tenancy. Two copies of the report must be provided to the tenants not later than the day after they move in. The tenant then has two weeks to sign and return one copy, with the option of adding their own comments if they do not agree with all or some of the statements.
Contract	A legally binding promise or agreement. See also <i>Residential tenancy agreement</i>
Co-tenant/s	Also known as joint tenants , co-tenants share premises and have joint and several liability if anything goes wrong.
Exclusive possession	Control of premises (or a part of the premises) to the exclusion of all others. You have exclusive possession of premises when it is understood that no one, not even the landlord , can enter the premises without your permission. A tenancy agreement normally gives a right of exclusive possession to the tenant (unless otherwise agreed in writing).

Eviction	The process where someone is forced to leave their rented home. Tenants can only be evicted by order of the Residential Tenancies Tribunal . Occupants have less protection and may be evicted without having to go through this process. For more information see Tenancy Tips: <i>Eviction in the ACT</i> and <i>Occupancy Tips: Ending an Occupancy Agreement and Eviction</i>
Fixed term tenancy	A residential tenancy agreement where the tenant has a right of occupation for a specified term. Most fixed term tenancies are for 12 months, but may be for longer or shorter terms. When a fixed term expires and the tenant remains in occupation, a periodic tenancy commences automatically.
Grantor	A person who grants a right of occupation under an occupancy agreement . For example this could be the manager of a boarding house.
Head-tenant	A person who rents premises from a landlord , and then sub-lets a room or the entire premises to another person, who is known as the sub-tenant . A head-tenant has the rights and responsibilities of a landlord in relation to the sub-tenant(s) .
Joint and several liability	A liability of two or more persons so that all are liable jointly and each is liable separately. Joint, or co-tenants have this, and what it means in practice is that the landlord may sue one or more of the tenants separately, or all of them together, to recover any rent arrears or compensation for breach . The landlord has the ability to decide who they want to hold liable.
Joint tenants	see Co-tenant/s
Landlord	The common name for a lessor (see below).
Lease	The common law name for the agreement between a landlord and a tenant . In the Residential Tenancies Act a lease is called a ' residential tenancy agreement '.
Lessor	Commonly known as the landlord or property owner, 'lessor' is the formal term now used in the Residential Tenancies Act to identify a person who grants to a tenant a right to occupy premises for use as a home. Throughout this book, the term landlord , rather than lessor , is used to reflect common usage.
Licence	(in relation to real property) A permit issued to a person (' licensee ') to do something on or to occupy land on particular conditions. In contrast to tenants , licensees are afforded very limited rights. Licensees have no rights under the Residential Tenancies Act .

Lodger	A person who pays another for the right to occupy a room or rooms, but who generally does not have exclusive possession of the premises. For example, the head-tenant or landlord may retain the right to enter the lodger's room. Under the Residential Tenancies Act boarders and lodgers are not recognised as tenants , meaning that they lack the full rights and protections that tenants get. Boarders and lodgers are recognised as 'occupants' under the Residential Tenancies Act.
Mediation	A process facilitated by a mediator, which aims to get the parties to a dispute to agree to a solution without the matter having to go before a court or tribunal.
Mitigation	In order to make a successful claim for compensation , the claimant must be able to demonstrate not only that they have suffered some kind of loss (usually financial) but also that they have taken all reasonable steps to avoid incurring that loss, or any part of that loss, in the first place. Attempted avoidance of loss is called 'mitigation of loss'.
Negligence/negligent	Under the terms of the tenancy agreement , tenants must not cause or permit damage to the residential premises either deliberately or negligently. In this context, negligence means a failure to take reasonable care to avoid foreseeable damage. Damage caused by negligence can be contrasted with damage caused by accident (i.e. where the harm/damage is not reasonably foreseeable, and/or could not have been avoided through reasonable care).
Occupant	A person who has a right of occupancy under an occupancy agreement . Occupants are not tenants under the Residential Tenancies Act , and so they lack the full rights and protections that tenants have. However occupants have a limited range of rights set out in the Act as ' occupancy principles '. Occupants may have their disputes heard by the Residential Tenancies Tribunal.
Occupancy agreement	A type of agreement whereby one person (the grantor) grants another (the occupant) the right to occupy premises in return for payment, usually for a short period of time. An occupancy agreement is less comprehensive than a tenancy agreement , and affords a much lower level of regulation and legal protection to the parties.
Occupancy principles	Are part of the Residential Tenancies Act, and provide the minimum protections that must be afforded to an occupant , for example, the right to quiet enjoyment of the premises.
Office of Rental Bonds	The body that holds bond money on behalf of the parties to a residential tenancy or occupancy agreement during the tenancy or occupancy.

Periodic tenancy	A residential tenancy agreement that is not a fixed term agreement. A periodic tenancy commences automatically at the end of a fixed term tenancy if the tenant remains in occupation.
Real Estate Agent	A person who buys, sells, and manages ‘real property’ (i.e. land) on behalf of owners. Just about any rule of the Residential Tenancies Act that applies to ‘the lessor ’ can be read as ‘the landlord or their agent’. Real Estate Agents are bound by the ‘Agents’ Rules of Conduct’. Complaints about the conduct of a Real Estate Agent can be made to the Office of Fair Trading.
Rent	A regular payment paid by the tenant or occupant to their landlord or grantor in exchange for the right to occupy the premises.
Residential Tenancies Act 1997	The Act (or legislation) that sets out the law in relation to residential tenancies in the ACT. The 100 Prescribed Terms in Schedule 1 of this Act apply to every residential tenancy agreement in the ACT.
Residential Tenancies Tribunal (RTT)	The body that has exclusive jurisdiction to hear and resolve tenancy and occupancy disputes in the ACT, and make decisions that are legally binding against the parties. The RTT functions similarly to a court but is designed to be faster, cheaper and less formal.
Residential tenancy agreement (‘tenancy agreement’)	The agreement by which one person grants to another person the right to occupy premises as a home in return for payment. If a tenancy agreement exists, the resident is recognised at law as a tenant , and they enjoy all the rights and protections given by the Residential Tenancies Act and the standard terms . A tenancy agreement can be express or implied, entirely in writing, oral, or partly oral / partly in writing. The right to occupy can also be exclusive or not exclusive.
Standard terms	The Standard Residential Tenancy Terms set out in Schedule 1 of the Residential Tenancies Act . These 100 terms (or clauses) apply to every tenancy agreement in the ACT. If a tenancy agreement contains an additional term that is inconsistent with any of the standard terms, this term must be approved by the Residential Tenancies Tribunal . If not approved the inconsistent term is void and unenforceable. Copies of the standard terms are available from the Tenants’ Union office and website (see <i>Useful Contacts</i>).
Sub-letting	Where a tenant (A) — with the landlord’s consent — rents out a room, or their entire premises, to another person (B). In this situation, A is the head-tenant and B is the sub-tenant . Sub-letting is only lawful if the landlord consents.

Sub-tenant	A tenant who has a tenancy agreement with a head-tenant . If the landlord has approved of the sub-tenancy in writing, the sub-tenant has the same rights against their head-tenant as any other tenant has against their landlord (under the Residential Tenancies Act and standard terms). If the landlord has not approved the sub-tenancy, the sub-tenant has, at best, the rights of a licensee only, which means the sub-tenant may be immediately evicted once the landlord discovers the unapproved sub-letting .
Tenancy agreement	see Residential tenancy agreement .
Tenant	A person who has a right under a tenancy agreement to occupy premises for use as a home in return for payment.
Termination	The act of bringing a contract to an end. A tenancy agreement terminates when the tenant moves out, usually by agreement with the landlord , or by order of the Residential Tenancies Tribunal .



Other useful resources

Printed materials available from the Tenants' Union online: www.tenantsact.org.au, or in hard copy from the Tenants' Union office – see *Useful Contacts*.

The following sample letters are available from the Tenants' Union website (follow the links to *Rental Advice – Share Housing*):

- All co-tenants breaking lease
- One co-tenant breaking lease: mutual termination
- Head-tenant breaking lease
- All co-tenants terminating periodic tenancy
- One co-tenant terminating periodic tenancy

The following leaflets were produced for the Tenants' Advice Service Tenancy Tips series

Access and Privacy

Bond

Defending an Eviction

Ending a Tenancy and Breaking a Lease

Eviction in the ACT

Evidence Checklist for the Residential Tenancies Tribunal

Making a Complaint about your Real Estate Agent

Rent Arrears

Rent Increases and Reductions

Rent Increases: Formula & Figures

Repairs

Sale of Premises

Tenancy Databases

Tenancy in the ACT: a general guide

The following leaflets were produced for the Occupancy Tips series

Ending an Occupancy Agreement and Eviction
Having a Dispute
Maintenance, Repairs and Essential Services
Occupancy Agreements
Occupancy Rights
Paying Board
Quiet Enjoyment and Access

Other resources available from the Tenants' Union

Tenancy checklist
Office of Rental Bonds forms
Standard Residential Tenancy Agreement
Renting — How much is it going to cost?
Condition of premises sample form
Sample Share House Agreement

Other publications

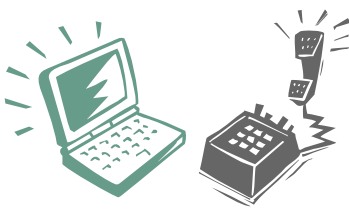
The Renting Book

This is a general guide to the rights and responsibilities of tenants, property owners and real estate agents, produced by the ACT Office of Fair Trading. Copies are available from the Office of Fair Trading (online or hard copy) and Tenants' Union.

Case law

Baird v Campbell & Ors (2005) ACT RTT 8 (26 May 2005)

This decision by the ACT Residential Tenancies Tribunal contains some useful discussion and clarifies some of the legal aspects of share housing. It is available online from www.courts.act.gov.au/magistrates/tribunals/rtt/rtt.html.



Useful contacts

Tenants' Union ACT

Office phone: 02 6247 1026

Fax: 02 6257 4801

Web: www.tenantsact.org.au

Email: tuact@bigpond.net.au

Postal address: PO Box 8, Civic Square 2608



Tenants' Advice Service

Advice line 02 6247 2011

9.30am–1pm Monday–Friday

If you live nearby, but outside the ACT:

South-West NSW Tenants' Advice Service covers the areas surrounding the ACT including Queanbeyan, Yass, and region.

For advice, call: 1800 642 609

Services in the ACT

Accommodation options

Public Housing

Housing ACT

133 427

www.dhcs.act.gov.au/hcs/

Community Housing

CCHOACT (Coalition of Community Housing Organisations ACT)

02 6232 5043

www.cchoact.org.au/

Emergency Housing

CEAS (Canberra Emergency Accommodation Service)

02 6257 2333

Bond lodgement, refund and transfer

Office of Rental Bonds

02 6207 1178

www.rgo.act.gov.au

Complaints about real estate agents

ACT Office of Fair Trading (OFT)

02 6207 0400

GPO Box 158 Canberra ACT 2601

www.fairtrading.act.gov.au

Real Estate Institute ACT (REIACT)

02 6282 4544

PO Box 22, Deakin West ACT 2600

Note: REIACT is a professional representative body, working in the interests of Real Estate Agents. If you have a complaint it is best directed to the OFT (see above) who can handle the matter independently, and have power to discipline the offending agency. However it may also be worthwhile forwarding a copy of your complaint to REIACT for their records.

Courts and tribunals

Residential Tenancies Tribunal

02 6217 4259 or 6217 4260

www.courts.act.gov.au

Small Claims Court

02 6217 4274

Financial help

CARE Financial Counselling

02 6257 1788

www.carefcs.org

CARE also provides a No Interest Loans Scheme to assist with purchase of household items

Free legal advice

Generalist legal advice

ACT Legal Aid

Legal advice line
1300 654 314
9am–4pm Monday–Friday
www.legalaid.canberra.net.au/

Legal Advice Bureau

ACT Law Society
6247 5700
15 Minute consultations by appointment 12.30–2pm Monday–Friday
Level 3, 11 London Circuit Canberra (entry via Farrell Place)

Night Time Legal Advice Service

02 6247 2177
6–8pm Tuesday
Phone and drop-in generalist service
Havelock House, 85 Northbourne Ave Turner (entry via Gould St)

Specialist legal advice

Youth Law Centre

Drop-in legal and referral service for young people aged 12–25
Level 1 Savings House, 8–10 Petrie Plaza Civic
02 6262 7077
<http://www.youthlawact.org.au/>

Welfare Rights and Legal Centre

Specialising in social security, public housing and tenancy matters
Advice line 02 6247 2177
9.30am–1pm Monday–Friday
www.welfarerightsact.org

Women's Legal Centre

Specialist service for women advising in legal areas including domestic violence
Advice Line 9.30am–12pm Monday–Friday
Canberra: 02 6257 4499
Regional: 1800 634 669
TTY: 132 544
Interpreter assisted: 131 450
www.womenslegalact.org/

Mediation

Conflict Resolution Service
02 6126 4050
www.crs.org.au

Utilities

ACTEW AGL
Electricity, water 131493
Gas 131886
Internet 133500
www.actewagl.com.au/

Telstra
1300 368 387

Essential Services Consumer Council
Utilities consumer complaints, dispute resolution, hardship assistance
02 6207 7740
PO Box 578
Civic Square ACT 2608

Other contacts

WIRC (Women's information and referral centre)
02 6205 1075
www.wirc.act.gov.au/

ACT Shelter
Peak advocacy group on housing issues in the ACT: your views welcome
02 6247 3727
www.actshelter.net.au/

Human Rights Commission
Information and complaints regarding discrimination
02 6205 2222
www.hrc.act.gov.au

Tenancy advice in other states and territories

Similar tenancy services exist in all other states and territories. Visit the Tenants' Union ACT website (www.tenantsact.org.au/sites.html) or call the office for details.

