

# Finding Somewhere to Live

**Entering a rental agreement is a serious business.**

**Make sure you are committing to what you need and want.**

**Avoid potential pitfalls and don't be taken advantage of.**

## BEFORE YOU LOOK FOR A PLACE TO RENT

Before you look for a place, it is useful to think about the type of place you are looking for, and to plan for the costs involved.

### What sort of place are you looking for?

- Would you like to rent a house? townhouse? apartment? How many rooms? Furnished or unfurnished?
- Would you prefer to rent with other people in share accommodation?
- Would some other type of accommodation be better? E.g. boarding/lodging, caravan park, university campus accommodation, even homestay. (Note: people in these types of accommodation are not classified as "tenants" under the law and so have different rights – see our [Occupancy Tipsheets](#))

These decisions will affect where you can look and what is available, also how much it is going to cost and even what rights you have in your housing.

### Plan for the Costs Involved

There are many set-up costs involved when you start to rent a place.

Some of the costs you can expect are:

- Bond
- Rent in advance
- Utility connection fees (e.g. gas, phone, electricity)
- Household contents insurance
- Removal expenses
- Furniture and household goods

Check our information sheet, "Renting - How much is it going to cost?"

## MAKE SURE YOU UNDERSTAND YOUR TENANCY RIGHTS

Read our leaflet—[Tenancy in the ACT: A General Guide](#).

## WHERE TO LOOK FOR A PLACE TO RENT

There are several places you could look for a place to rent. Some suggestions are listed below.

Remember to read the ads carefully. Keep copies of them for future reference.

### Internet sites

There are many internet sites with both general rental and share housing. They can be found by doing a search for « rental » or « share housing », and include:

[www.allhomes.com.au](http://www.allhomes.com.au)

[www.domain.com.au](http://www.domain.com.au)

[www.realestate.com.au](http://www.realestate.com.au)

[www.myhome.com.au](http://www.myhome.com.au)

[www.canberraexchange.com.au](http://www.canberraexchange.com.au)

[www.student-share-accommodation.com.au](http://www.student-share-accommodation.com.au)

<http://au.easyroommate.com>

[www.share-accommodation.net](http://www.share-accommodation.net)

<http://canberra.gumtree.com.au>

### Internet sites designed for ANU or UC students

<http://accom.anu.edu.au>

[www.canberra.edu.au/residences](http://www.canberra.edu.au/residences)

[www.citsa.com.au](http://www.citsa.com.au)

There is also information available about homestay accommodation. If you are interested in this type of accommodation (or even on campus or boarding) you should still consider the information below but check our information about [Occupancy Rights](#). The information below will specify where information is relevant only to tenancies and not other types of accommodation.

### Newspapers

*Domain* in the Saturday edition of *The Canberra Times* ("property to let" section).

### Real Estate Agents

Agents have lists of available rental properties in their offices and on websites. You can also contact them and ask about what properties they have listed.

### Community noticeboards

Including at libraries, shopping centres, Canberra Institute of Technology and University campuses.

### Rental ads

Residential properties must be advertised for rent at a fixed price. If ads, landlords or real estate agents encourage rent bidding or auctions this could be a breach of the Trade Practices Act, or in the case of agents a breach of their Code of Practice. This should be reported to the Office of Regulatory Services, or the TU.

## **BEWARE OF SCAMS**

If you are not in the ACT and unable to go to check the premises be very wary of agreements that you enter into. If possible organise somebody you trust to look at the property for you. If this is not possible ask for details of the property and photos.

There are scams where people from interstate or overseas reply to an ad and are offered a property, maybe even provided with some form of rental agreement. They are then required to pay some form of deposit or rent in advance only to find out that the property is not owned by the individual they dealt with, and may not even exist. They are then without a place to live and often unable to have their money returned.

**DO NOT PAY MONEY FOR A RENTAL PROPERTY WITHOUT CONFIRMING ITS AVAILABILITY AND SIGNING A VALID AGREEMENT. If YOU CANNOT VERIFY THESE THINGS CONTACT THE TU FOR ADVICE BEFORE COMMITTING TO ANYTHING.**

## **INSPECTING THE PROPERTY**

When you have found a possible place to rent, you should organise to inspect it. If you have any specific questions or needs ask the agents, landlord or accommodation provider before you spend time looking at the property. Keep a copy of the ad you are relying on, use it to start a tenancy file.

### **Make an Appointment**

Often you will need to ring and make an appointment to do this. This is likely to be the case if the place is being let by a private landlord, or if it is a room in a share house.

If you are going to visit the property without the agent or the landlord they might ask for a key deposit to ensure return of their keys. If this is so they **MUST** provide a receipt and they **MUST** return the deposit as soon as you return the keys.

### **Open House Inspections**

If the place is being rented out by a Real Estate Agent, they might conduct an "open house inspection". This means the house will be open at a specified time for the public to come and inspect. You don't need to ring and make an appointment for these, just arrive at the specified time.

## **CHECK TO SEE THAT THE PLACE IS SUITABLE**

When inspecting the property remember to make sure you know how to get to the property, and allow plenty of time to get there.

Once at the property check the place carefully, inside and out, to make sure it is somewhere you would like to live.

Remember that this may be the only opportunity you have to see it before you put in an application and then move in!

If there are specific things you need make sure you check them out. Take as much time as you need.

### **Some things to look out for inside are:**

- How many bedrooms?
- Is there enough heating? Does it run on gas or electricity? (Gas is cheaper.)
- Is it insulated?
- Is the hot water system large enough?
- Is there space for a fridge/washing machine?
- Do the windows open and close properly? Are there locks on the windows and deadlocks on the doors? (How secure the house is will affect whether you will be able to get contents insurance.)
- Are there enough power points/light fittings?
- Is there adequate parking?

### **Some things to look out for outside and in the surrounds are:**

- What is the garden like, will you be able to maintain it?
- Is the place close enough to public transport, shops and schools?
- Will there be too much noise e.g. from a main road, neighbours, club?

A detailed [Tenancy Checklist](#) is available on the TU website. You can print it and take it as a guide.

## **FILLING IN THE APPLICATION FORM**

If you have inspected the place and want to live there, you will usually need to fill in an application form. Some private landlords don't require you to do this, but most real estate agents will. Application forms are available from the agent, or via their website and usually at open house inspections.

**APPLICATION FEES AND HOLDING DEPOSITS ARE PROHIBITED BY THE RESIDENTIAL TENANCIES ACT 1997.**

### **Personal Information**

Application forms often ask for lots of personal information. You should think carefully about whether you want to provide such personal details, and what relevance it has to your suitability as a tenant. You can ask why questions are included, and don't have to answer all the questions, but your application may not be considered if you don't.

Examples of information you may be asked to provide include:

- Proof of identity: eg driver's licence, birth certificate.
- Employment/income/bank details: eg payslips, Centrelink statements, bank statements.
- Previous rental history: eg how much rent paid, agent or owner's name and contact details.
- References (two): If you have rented before, ask

your previous landlord or real estate agent. If you haven't rented, ask someone who has good reason to believe that you would make a reliable and responsible tenant.

Application forms from agents will also often include a tick box for you to agree to having your details listed on a tenancy database. There is also often a statement that incomplete forms will not be accepted. While you may have concerns about databases (and they are legitimate concerns) be aware that the use of these databases is regulated in the ACT. (see our Tenancy Tips Sheet - "[Tenancy Databases in the ACT](#)" for more details)

## IF YOUR APPLICATION IS REFUSED

You may want to ask the landlord or agent why your application was refused, so that you can be more successful with your next application. However, a landlord or agent does not have to give you a reason.

### Discrimination

If you believe you have been unlawfully discriminated against, you can get advice from the [ACT Human Rights and Discrimination Commissioner](#) (6205 2222) or the [Disability Discrimination Legal Service](#) (6247 2018). Unlawful discrimination can be on the basis of race, marital status, disability or impairment, sexual preference or religious or political beliefs.

## IF YOUR APPLICATION IS SUCCESSFUL

Many people apply for a number of tenancies. Remember, at the initial stage you have only expressed an interest in the property by filling in the application form. An application form does not form a tenancy agreement.

A tenancy agreement can only start in accordance with the legislation. Section 7 of the Residential Tenancies Act 1997 states:

*A residential tenancy agreement starts on the earliest of the following days:*

- a) *The day stated in the agreement;*
- b) *The 1st day both parties have signed the agreement and received a copy signed by the other;*
- c) *The day the tenant takes possession of the premises;*
- d) *The 1st day the lessor receives rent from the tenant.*

If you no longer want the property or have decided on another advise the agent or owner as soon as possible.

**DO NOT LET AN OWNER/AGENT PRESSURE YOU INTO RENTING A PLACE YOU ARE UNSURE ABOUT.**

### The Tenancy Agreement

Your tenancy will be regulated by the terms of the tenancy agreement between you and the landlord. The tenancy agreement could be in writing, verbal, or a combination of both.

## Types of tenancies

The agreement might be for a fixed term (often for 6 or 12 months), or for an undecided length of time (called a periodic agreement). A fixed term tenancy agreement gives you greater security because it is harder for the landlord to evict you, but there will be costs involved if you leave before the end of the fixed term. When the fixed term tenancy ends, it automatically becomes a periodic tenancy unless there is a new fixed term agreement.

### Standard Terms

There are 100 standard terms that are automatically included in every tenancy agreement (a copy is available on our [website](#)). The landlord or agent is required to give you a copy of the tenancy agreement including the standard terms and give you a reasonable amount of time to consider it before signing it. If you are renting a unit, you will also have to comply with the rules of the owners corporation (as long as they are consistent with the standard terms). Read the agreement carefully and do not sign if there is anything you disagree with or don't understand and call TAS for advice before you sign.

Your agreement can include other terms as long as they do not contradict any of the standard terms.

If no agreement is provided, or it doesn't include all of the standard terms the law says that the standard terms cover you anyway. If your agreement includes different terms, they are not enforceable (even if you sign them) and standard terms apply. If your landlord or agent wants inconsistent terms, you have to agree to them and sign a form that then has to go through the ACT Civil and Administrative Tribunal.

### Providing other information

You must provide the landlord (or agent) with your full name. The landlord must provide you with their full name, address at which they can be contacted, and the name of the agent (if any).

They should give you a copy of the *Renting Book* or tell you where you can get a copy. You are also entitled to an asbestos report or advice for the premises and a copy of any energy efficiency rating statement that exists for the premises. If the place is a unit the landlord must give you a copy of the owners corporation rules.

### Paying Bond and Rent in Advance

The landlord or agent does not have to ask for a bond, but if they do it can not be more than the equivalent of 4 weeks' rent. The bond must be paid to the Office of Rental Bonds (ORB). If the landlord is represented by an agent, the agent has 4 weeks to lodge the bond. If not, the landlord has 2 weeks to lodge the bond. If the landlord agrees, you can pay the bond to the ORB yourself.

You and the landlord/agent must also fill out a Bond Lodgement Form and send the form to the Office of Rental Bonds. You should receive a receipt from ORB. If this doesn't happen, call ORB or get advice from the TU.

When you pay bond to an agent or landlord they must provide a receipt.

The only payments that can be required of you are for bond and rent. Other fees and charges are prohibited by the RTA.

### Rent in Advance

Generally you will be required to pay rent in advance. You cannot be asked to pay more than 4 weeks rent in advance.

If you pay rent in advance this will continue throughout the tenancy and should be kept in mind when you terminate the tenancy. Make sure you don't over pay rent at the end, it can be frustrating to try to get overpaid rent back!

### Rent Payment Methods

You should be offered different methods of rent payment. Consider which is best for you. Details about different payment options can be found in the [FAQ section](#) of the TU website.

#### CASH

An agent/landlord cannot refuse to allow cash payments. If you pay this way they must provide receipts. It is important to keep all receipts together in your Tenancy File.

#### DIRECT DEBIT

This is where you allow an agent to take money from your bank account. Money will be taken out of your account until you cancel the Direct Debit.

Things you should consider about this method — the agent can change amounts; if money comes out it can be difficult to dispute; if they take money out and your funds are not sufficient you may find your bank charges you dishonour fees.

#### PERIODIC PAYMENT

This is a regular payment made automatically from your bank account to the REA's account and is perfect for rent payments.

The crucial difference between this and a direct debit is that control over the payment isn't in the hands of the REA. You need to make sure that you have enough funds to make each payment. But it is much easier for you to cancel or vary, and you are not reliant on the

agent, or vulnerable to administrative errors that may be made. Check if there are any set up costs or transaction fees before going ahead.

### RENT CARDS AND THIRD PARTY COMPANIES

Rent cards are a popular method of rent payment within the real estate industry. These cards are generally administered by another company. Examples include the RE Connect oneCard and the LJ Hooker Priority Card.

In these schemes, you enter into an agreement with the administering company which allows them to process electronic rent payments from a nominated account.

The companies charge you a monthly admin fee as well as fees if there are insufficient funds in the account, or if a credit card is used. If you are thinking of entering into such a scheme be sure to check all charges and fees.

### MANUAL

One disadvantage of manual payments is that you have to remember to make the payment every time rent is due, but the benefit is that you are in control and know exactly what is going on. This is particularly helpful if your income is likely to fluctuate.

### BPAY

This is another option of electronic payment, but payments are made by you manually. BPAY payments can be made over the telephone or internet. To set up BPAY you will need to contact your bank and get a password (and set up internet banking, if necessary).

Make sure you keep track of payments by recording the date and reference number. A calendar is a good place to record these payments. It may take a couple of days to register a BPAY payment, so make sure you leave enough time for the payment to go in by the due date

**This is a summary of your rights and responsibilities.  
If you have a specific problem, you should seek detailed advice.**

Other information you should read - Tenancy Tips: ["Tenancy in the ACT: A General Guide"](#) and ["Bond"](#); and ["Crowded House: A Legal Guide to Share Housing in the ACT"](#).

### Tenants' Advice Service 6247 2011 free legal advice for all ACT tenants (& others renting their homes)

Tenants' Union (ACT) .....6247 1026

[www.tenantsact.org.au](http://www.tenantsact.org.au)

Welfare Rights and Legal Centre .....6247 2177

[www.welfarerightsact.org](http://www.welfarerightsact.org)

Office of Regulatory Services ( Bonds ) .....6207 1178

(Fair Trading ) .....6207 0400

[www.ors.act.gov.au](http://www.ors.act.gov.au)

ACT Civil and Administrative Tribunal .. .....6207 1740

[www.acat.act.gov.au](http://www.acat.act.gov.au)

Housing ACT information line .....6207 1150

[www.dhcs.act.gov.au/hcs](http://www.dhcs.act.gov.au/hcs)

publications, information, workshops, law reform  
general information and news on tenancy/renting issues  
free legal advice and assistance for low income tenants

bond lodgement, return and inquiries  
complaints against real estate agents

dispute resolution and enforcement of tenancy legislation

ACT public housing enquiries