



# Occupancy Factsheet

## Occupancy Principles

**Is your occupancy agreement unclear on your rights? Are there terms that don't seem valid?**

**Do you have an oral or implied agreement, with nothing in writing?**

**Your rights will largely depend on what you've agreed to, but there are limits.**

**All occupancy agreements should be consistent with the Occupancy Principles explained below.**

Occupancy rights were introduced into the law in the ACT in 2005. These rights are different to the rights that tenants have, and are designed to provide some protection to people who aren't tenants. For more information about what types of renters have occupancy agreements, see our Occupancy Factsheet: [Occupancy Agreements](#).

Where an occupant's rights are not being complied with, or there is a dispute about what they are, an occupant can make an application to the ACT Civil and Administrative Tribunal (the Tribunal) to resolve disputes.

### THE OCCUPANCY PRINCIPLES

Although the terms can vary from one occupancy to another, all occupancy agreements and House Rules should be **consistent** with nine "Occupancy Principles". These nine principles create certain legal rights for occupants. The Occupancy Principles are set out in section 71E of the [Residential Tenancies Act 1997](#), as follows:

- (a) an occupant is entitled to live in premises that are—
  - (i) reasonably clean;
  - (ii) in a reasonable state of repair;
  - (iii) reasonably secure;
- (b) an occupant is entitled to know the rules of the premises before moving in;
- (c) an occupant is entitled to the certainty of having the occupancy agreement in writing if the occupancy continues for longer than 6 weeks;
- (d) an occupant is entitled to quiet enjoyment of the premises;
- (e) a grantor is entitled to enter the premises at a reasonable time on reasonable grounds to carry out inspections or repairs and for other reasonable purposes;
- (f) an occupant is entitled to 8 weeks notice before the grantor increases the amount to be paid for the right to occupy the premises;
- (g) an occupant is entitled to know why and how the occupancy may be terminated, including how much notice will be given before eviction;
- (h) an occupant must not be evicted without reasonable notice;
- (i) a grantor and occupant should try to resolve disputes using reasonable dispute resolution processes.

If an occupant owns their own home in a mobile home park, the grantor has to provide reasonable notice to enter the home, as well as the other requirements for access under (e) above.

This means that occupants are entitled to:

- peace and quiet enjoyment. See Occupancy Factsheet: [Privacy and Access](#)

- reasonable limitations on access to premises by grantor. See Occupancy Factsheet: [Privacy and Access](#)
- notice for rent increases. See Occupancy Factsheet: [Rent/Board](#)
- minimum standard of repairs for the premises. See Occupancy Factsheets: [Repairs and Electricity, Water and Gas](#)
- be given reasonable notice and grounds for eviction. See Occupancy Factsheet: [Ending an Occupancy & Eviction](#)
- have the agreement in writing if it continues for more than 6 weeks. See Occupancy Factsheet: [Occupancy Agreements](#)
- access to a reasonable dispute resolution process. See Occupancy Factsheet: [Having a Dispute?](#)
- compensation for losses you suffer as a result of the grantor's breach. See Occupancy Factsheet: [Having a Dispute?](#)

interprets the agreement consistently with the Occupancy Principles.

However, the Occupancy Principles are vaguely worded and their scope is unclear. It is difficult to know for certain what the Occupancy Principles require, or when an occupancy agreement is consistent with the Principles. If you think your occupancy agreement is inconsistent with the Principles, then you should contact the Tenants' Advice Service for further advice.

### Other rights for occupants

Occupants (including boarders and lodgers) are able to go to the Tribunal if there is a dispute over the accommodation. (See [Having a Dispute?](#))

If the grantor requires a bond, occupants can choose to lodge the bond with the Office of Rental Bonds (ORB). Lodging the bond puts the occupant and the grantor on an equal footing when it comes time to get your bond back (See Occupancy Factsheet: [Bond](#)). Going to the Tribunal is a much easier way of reclaiming your bond than trying to persuade the grantor to give it back to you!

### THE EFFECT OF THESE PRINCIPLES

In an occupancy dispute, the law states that "the Tribunal must have regard to the Occupancy Principles" section 71E. This means that when the Tribunal makes its decision, it should adopt a position that

**This is a summary of your rights and responsibilities.**

**If you have a specific problem, you should seek more detailed advice.**

#### Tenants' Advice Service 6247 2011 free legal advice for all ACT renters (tenants and occupants)

<b>Tenants' Union (ACT)</b> .....	6247 1026	publications, information, workshops, law reform general information and news on tenancy/renting issues
<a href="http://www.tenantsact.org.au">www.tenantsact.org.au</a>		
<b>Welfare Rights and Legal Centre</b> .....	6247 2177	free legal advice and assistance for low income tenants
<a href="http://www.welfarerightsact.org">www.welfarerightsact.org</a>		
<b>Office of Regulatory Services (Bonds)</b> .....	6207 1178	bond lodgement, return and inquiries
<b>(Fair Trading)</b> .....	6207 0400	complaints against real estate agents
<a href="http://www.ors.act.gov.au">www.ors.act.gov.au</a>		
<b>ACT Civil and Administrative Tribunal</b> .....	6207 1740	dispute resolution & enforcement of tenancy legislation
<a href="http://www.acat.act.gov.au">www.acat.act.gov.au</a>		
<b>Housing ACT information line</b> .....	6207 1150	ACT public housing enquiries
<a href="http://www.dhcs.act.gov.au/hcs">www.dhcs.act.gov.au/hcs</a>		