



Tenant News

Autumn 2005

Newsletter of the Tenants' Advice Service, ACT

THOSE RTA CHANGES

You may recall from the last edition of "Tenant News" that a number of changes were set to take place to the *Residential Tenancies Act 1997*. These amendments came into force on the 8th March, and have significantly altered the operation of *the Act*. Amongst other things, for the first time ever, the RTA is now said to cover not only Residential Tenancy Agreements, but also Occupancy Agreements, such as those in university residences. But what does it all mean?

Who is an Occupant?

An occupant is someone who has been granted a right of occupation under an occupancy agreement. It is very important to note that an occupant *is not* a tenant.

Under the new Section 6F of the RTA, certain types of accommodation arrangements cannot be subject to Residential Tenancy Agreements and must instead be regulated by occupancy agreements. Examples of such arrangements include;

- Boarding and lodging arrangements
- Student accommodation
- Hotel and motel Accommodation
- Accommodation used for a club
- Caravans or mobile home parks.

What is an Occupancy Agreement?

An occupancy agreement is an agreement between a **grantor** and an **occupant**, in which the grantor agrees to provide accommodation for the occupant, in return for the payment of rent.

Occupancy agreements can be formed in a variety of different ways. They can be made by way of verbal agreement, written agreement, or a combination of both. Occupancy agreements can also be made by way of implication.

What is in an occupancy agreement?

The grantor and the occupant are free to draw up their own unique agreement, so long as the terms of that agreement are consistent with the occupancy principles outlined in the new section 71E of the Act.

These occupancy principles were designed to act as a foundation for all occupancy agreements in the ACT, and to offer guidance not only to the formation of such agreements, but also to act as a guide for the RTT in the resolution of disputes arising out of such agreements.

Section 71E of the newly amended Act reads

1. (a) an occupant is entitled to live in a premises that are-
 - i) reasonably clean
 - ii) in a reasonable state of repair, and
 - 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.

(Continued on page 3)

INSIDE THIS ISSUE:

Public Housing Factsheets	3
Tenant Participation Project	4
Housing in the Headlines	5
Hangin' On the Line	6
Tenancy Mythbusters	8
RTT statistics	9
Housing as a Human Right	10
TU Update	11
The Asbestos Story	12
The Essential Services Consumer Council	13
Cleanliness	14
South Korean Tenancy	16
ACT tenancy figures	17

Tenant News is produced by the Tenants' Advice Service. The Service is funded through the ACT Dept of Justice & Community Safety (funds are from interest on bonds lodged with the Office of Rental Bonds) and managed by the Tenants' Union ACT and Welfare Rights & Legal Centre

Editor: Deborah Pippen

Many thanks to contributors Michelle Worthington, Rivah Nissim and the IUT for the article by *Kazuo Takashima*, Thanks also to *Lyn*, as usual without your help this would go nowhere.

The views of contributors to Tenant News are not necessarily those of TAS, the Tenants' Union ACT or Welfare Rights and Legal Centre. and the services do not accept responsibility for the views and opinions expressed by contributors in this newsletter.

CONTRIBUTE!

We encourage, request and welcome all contributions to
Tenant News

This is a newsletter for tenancy issues, thoughts, notes, letters, cartoons...

If you are interested in contributing, call the office for details

02 6247 1026

Or post your contribution to:

PO Box 8, Civic Square ACT 2608.

Or email your contribution to:

TUACT@bigpond.net.au

Remember to include your contact details!



EDITORIAL

As you can see from this late first issue for the year, our little office has had a very busy few months. Many issues, many changes and the usual amount of daily tenancy queries and problems. We have tried to cover as many issues as we can here.

Legislation has been a big focus — residential tenancy, public housing administration and regulation, asbestos. The commencement of the new occupancy agreement arrangements has presented challenges for all training and education. The second set of RTA amendments were tabled and while there are some very welcome changes with the introduction regulation of tenant databases, new domestic violence provisions, there is cause for disappointment and concern. Negotiations continue with Government around issues relating to public housing tenancy agreements and a few other issues. Unfortunately there is to be no further discussion about new reasons to terminate leases. Details of these issues will be reported on in the next issue.

Budgets were another source of disappointment, particularly the ACT Budget failing to provide for increasing the supply of public housing, a missed opportunity and a broken promise. The budget from the big house on the hill contained no surprises for housing and tenancy—there was no mention of them and no changes in the status quo.

Of particular concern is the introduction of regressive changes to conditions for public housing tenants in other jurisdictions in relation to tenant behaviour and security of tenure. That these battles have to be fought again is alarming. At least the ACT Government has given a clear commitment to maintaining security of tenure for Housing tenants, recognising the importance of full rent paying tenants, a mix of people in public housing and giving incentives to improve economic circumstance. Although disappointingly, there has been an alarming campaign against this recently in the media. Attention must be paid to the mountains of research in relation to these issues. Statements about people having no right to secure housing should not be acceptable to the ACT community. And aside from all the other arguments why should public housing tenants be forced to choose between improving their economic situation or losing their home—no one else is faced with such a choice.

(Continued from page 1)

2. If an occupant occupies a mobile home on land in a mobile home park and the mobile home is not provided by the grantor-

- a) The occupancy principle in subsection 1(e) applies to the land and any fixtures provided by the grantor, but not the mobile home, and
- b) The grantor is entitled to enter the mobile home only with reasonable notice, at reasonable times, on reasonable grounds and for reasonable purposes.

In addition to these occupancy principles, an occupancy agreement should also include details of the specific nature of the occupancy, such as the names of the grantor and the occupant, the duration of the occupancy, and the amount and frequency of rental payments to be made by the occupant.

Depending on where you are living, the terms of an occupancy agreement may also include a set of house rules. These house rules may actually form part of the occupancy agreement as a whole. In the event that they do, breaking a simple house rule can be regarded as a breach of your occupancy agreement.

As with all other contracts, before signing an occupancy agreement, check the document carefully to make sure that you understand and are willing to abide by everything in the contract. Check also that all of the terms and details are listed correctly.

Occupancy vs tenancy

Now, despite some obvious similarities between occupancy agreements and tenancy agreements (take for example the whole payment of rent in

return for a right of occupation caper) there are actually a number of very significant differences between the two.

As Occupancy agreements have been developed in an attempt to cater for providers of shorter term or emergency accommodation, they are typically much more flexible than Residential Tenancy Agreements. In particular, quite unlike Residential Tenancy Agreements, Occupancy Agreements can be terminated for no particular reason at very short notice (see s71E (h)). Another significant difference between Occupancy Agreements and Residential Tenancy agreements is the degree of regulation that is imposed by law upon these respective arrangements. While Tenancy Agreements are very closely governed by the 100 prescribed terms contained in the Residential Tenancies Act 1997, there are, as yet, no prescribed terms which can be applied to Occupancy Agreements. The closest that we get to any kind of uniform terms for Occupancy Agreements are the occupancy principles outlined in section 71E. As you will no doubt have noticed however, these principles are not terribly specific and are instead couched in fairly vague terms. This lack of specificity, combined with the newness of the legislation surrounding occupancy agreements means that at this point in time, the precise extent of the rights and obligations given to occupants here in the ACT is largely uncertain.

Current and prospective occupants in the ACT are encouraged to contact the Tenant's Advice Service with regard to any queries that may arise out of these agreements.

Public Housing Factsheets

The Welfare Rights and Legal Centre has just launched a set of 17 fact sheets for tenants in Housing ACT properties.

Issues include:

applications to Housing • communicating with Housing • repairs • applying to the RTT, • defending an eviction • rent & rebates • paying rent • types of occupants • transfers • neighbourhood disputes • damage to properties • debts • appeals • conditional orders & applying for a stay • death of a tenant • rent increases • eviction

Phone 6257 2931 for a set to be sent to you.

Look out for them on the Welfare Rights website www.welfare-rightsact.org very soon. Links also from the TU site

Tenant Participation Project

The 12 month Tenant Participation Project – “Raising our Voice” finished at the end of February. The project for the Department of Disability Housing and Community Service (DDHCS) and managed by the TU and ACT Shelter culminated in the production of a comprehensive report. The report outlined the project tasks, discussed a variety of relevant issues and included a series of 24 recommendations providing a basis aimed at improving participation for Housing ACT tenants.

When Project manager, and report author, Peter Cooper joined the project he was aware that he was embarking on a very ambitious undertaking. The Department wanted an exploration of the range of options suitable for Housing ACT and its tenants, and recommendations regarding how best to meet the needs of both groups. It almost went without saying that tenants, as well as HACT workers, had to be consulted throughout the process to determine what their needs were, what perceptions were of current (and past) practices, and what obstacles had to be overcome. Throughout the process it was emphasised that this was not about setting up a structure but coming up with ideas to work from. Horse before the cart.

However, we should have remembered what they say about the best laid plans.... As tenants became enthusiastic about involvement and participation they organised and demanded the formation and resourcing of a tenant group as soon as possible. As was reported in previous issues of Tenant News, a tenant action group was formed and a series of events were organised culminating in the Tenant Summit. Out of this Summit many of the tenants in attendance formed a Tenant Council and a public tenant association. This group continues to exist and

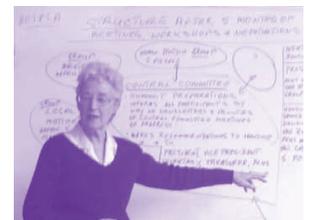


grapple with issues around the formation and operation of a representative body. Another structure formed during the project was the Joint Champions Group, a group comprising of HACT workers and tenants from the tenant association.

The report recommends the support and resourcing of successful representation and participation structures such as these. It also strongly emphasises the need for tenant participation/consultation to be a consideration across government, and for tenant participation (TP) to factor into policy development and planning

throughout Housing ACT, DDHCS and other ACT Government Departments.

To date there has been strong support within Housing and the Department for the project, the report and the recommendations in general. The Minister’s response has not yet been made public although the first Ministerial Housing Advisory Forum was convened to consider the recommendations.



Feedback from this forum will go to the Minister, Mr Hargreaves, and it is hoped that he will make a public response in the near future. The Forum was attended by community/tenancy workers and a range of tenants invited by the Department. On the whole the feeling from those who participated was positive, with a feeling that there was a shared commitment to making tenant participation work. There also seemed to be a common feeling that the report would serve as a sound basis for TP planning in Housing ACT.

Until the report and response has been made public it is not possible to provide any further details. Once the Government’s response is determined it is hoped the report will be widely available to Housing ACT tenants and members of the community. There has been discussion about the possibility of having it available on the Department’s website (www.dhcs.act.gov.au).

In the meantime, this is a good opportunity for the TU to thank all of those who have been involved with the project. Firstly many thanks go to Peter Cooper whose commitment and enthusiasm for the project as well as the concept of tenant participation has been unwavering. Thanks also to the Departmental staff whose support has been a constant throughout the process. And finally of course to all of the tenants who time and energy to make this work.

Housing in the Headlines

The following tenancy issues have managed to pick up media interest. Maybe somebody does care....

ACT Housing Crisis

Reactions to the ACT Budget included widespread disappointment (and disbelief) that the government has failed to address the acknowledged crisis in housing in the ACT. While public housing waiting lists continue to grow, priority housing waiting times also continue to grow and private rents continue to increase, the ACT Government has failed to come up with extra funds for expanding the number of public housing properties. This is despite a Labor election promise for \$30 million extra over 3 years leading to community expectation of an injection of \$10million this year. In fact government predictions are that over the next year there actually will be a decrease in stock.

Assertions that affordability issues will be addressed through partnerships with the private sector tend to overlook that fact that the private sector has consistently failed to address these issues. The vast numbers of new overpriced luxury apartments contributing to the 5% vacancy rate clearly point to ambivalence towards these issues. In the meantime the weather gets colder and people remain in inadequate housing or homeless.

NSW Public Housing

Recently NSW Government announced changes they are calling these 'the most important changes to public housing in 50 years'. TU NSW and other tenancy and housing groups agree. They would add that they are also probably the worst.

Four main areas:

- **changes to eligibility**

criteria. All applicants will have to be of a low income and either have complex needs (frail aged, disability, homeless, etc) or be unable the access affordable housing. *TUNSW adds—The current criteria needed to change (NSW had not amended its income criteria in 15 years); whether they change as they need to remains to be seen.*

- **changes to tenure.** All new tenants will sign fixed term agreements, either short (2 years), medium (2-10 years) or long (10+) term. Before the end of the fixed term, the DoH will review the tenant against new eligibility criteria (including income). If the tenant does not meet the criteria (ie income not low enough), the tenancy will be terminated at the end of the fixed term. *This represents the end of security of tenure in NSW public housing and a complete capitulation to the Commonwealth's determined residualisation of public housing.*

- **changes to rent subsidy policies.** New and current tenants on 'moderate incomes' to pay 30 per cent of their income in rent (up from 25 per cent). This is expressly designed to encourage such tenants to move out... *or more likely, to quit their jobs.* DoH to include an increased portion of FTB A in calculating household income (15 per cent, up from 11). Annual reviews of market rent, rather than every three years or so. These changes are expected to generate about \$340 million over ten years (*less loss of higher rents paid by working tenants*).

- **water charges.** For the first time tenants will be charged for

water - including tenants whose premises are not separately metered. Expected to raise about \$300 million over ten years.

For details about these changes go to:

www.tenants.org.au/

Tenant behaviour

If that isn't enough 'reform', NSW has started implementing previous changes to tenancy law applying only to public tenants. Tenants are to sign 'acceptable behaviour agreements', a breach of these agreements can result in immediate termination of the tenancy. The changes strip the tenancy tribunal of discretion in cases where this behaviour is alleged and pushes discretion to the Dept, with no external standard, no independent scrutiny.

The new laws create one standard of behaviour for the rest of the community, and another harsher standard for public housing tenants. We are also concerned that the laws will fall hardest on the most vulnerable tenants, and will do little to provide real solutions to problems in public housing neighbourhoods

Disturbingly, these changes are being adopted in WA and the NT. Most recently a new 'Good Neighbour' policy for Homeswest tenants was announced. The major plank of the policy will require tenants to sign a 'contract' where they promise not to engage in anti-social behaviour. Breaches could lead to legal action and, ultimately, eviction.

For details go to: www.taswa.org/

The Tenants' Advice Service offers free advice to all ACT tenants (public, private, community and others)



You can access the TAS line by calling 6247 2011
From 9:30am to 1pm Monday to Friday

Hangin' on the phone...

A Dish Best Served Cold...

Ah, when business and pleasure collide. Strictly speaking, negotiating over the release of my bond is not necessarily what I would consider to be the makings of a great night in, but when faced with the prospect of donating another \$800 to my landlord, it's amazing how one's interest can be piqued....

Without boring you with the details, (Curtains, as such, tend not to make for sparkling conversation, particularly when brown...) I have just been placed in a situation where I find myself at loggerheads with real estate agents (not to mention name) whose take on the operation, of the ACT's tenancy legislation is wildly different from that which I have developed over my time in TAS.

My experience in attempting to negotiate the release of my bond mirrored that of a great many of the tenants whom I have had contact with in my work as a TAS Advisor. It would appear that the law governing the operation of leases in the ACT is often misapplied or ignored, a reality, which (in my humble opinion) will not be altered until such time as two things occur, namely

- a) Tenants develop a greater familiarity with their rights and obligations under the Residential Tenancies Act 1997 (RTA), and
- b) Real Estate Industry practice in the ACT is brought into line with the provisions of the RTA.

The first of these aims is easily met. The RTA itself is readily available on the net at the ACT Government Legislation Register (www.legislation.act.gov.au), and services such as TAS strive to foster a greater awareness of tenancy law within the renting community by providing free legal advice to tenants in the ACT. We also provide overviews of the law in relation to specific issues through the TU website (www.tenantsact.org.au), tenancy tips leaflets and workshops and presentations aimed at educating tenants about their rights.

Mercifully, the second of these aims is equally achievable. One of the most effective ways tenants can work towards an increasingly just rental market is to take action against agents that act in an inappropriate or unprofessional manner. Making a formal complaint against an agent may seem like an onerous task at first, but in reality, it is a surprisingly painless (did I mention satisfying?) process.

There are two ways in which a tenant can seek to lodge a formal complaint against an agent whom they feel has not acted in accordance with the provisions of the RTA, the *Agent's Act*, or the Code of Conduct as set out in the *Agent's Regulations* 2003 (and yes, they do have one...). These are processes separate to making an application to the Residential Tenancies Tribunal for an order relating to a breach of the RTA.

1. Office of Fair Trading.

The OFT has in place an effective and straightforward complaints process that is open to all consumers, including tenants. The Advice and Complaints Unit runs an advice line open daily from 8:30am to 4:30pm Monday through to Friday, (public holidays excluded)

If the unit considers that a complaint made through the advice line requires investigating they may request a formal written complaint. This will allow the unit to commence its enquiries. If you have difficulty getting through to the advice line, don't panic. All formal written complaints lodged with the unit are considered for further investigation.

The office has very wide ranging powers and can take action against offending agents in a multitude of ways: anything from contacting the agent for the purposes of re-education, to referral to the Consumer and Traders Tribunal for formal disciplinary action. The manner in which the unit chooses to act will be contingent upon the nature and severity of the breach, the particular history of the trader involved, and the potential for consumer detriment arising out of the conduct in question. The Advice and Complaints unit can be contacted on 6207 0400, for information go to <http://www.fairtrading.act.gov.au/>



2. The Real Estate Institute of the ACT

Despite the fact that the role of the Real Estate Institute of the ACT (REIACT) is primarily to promote agents within the ACT, a complaints process is in place for consumers wishing to lodge a complaint about the conduct of a registered agent. In order to make a complaint with the REIACT, the agent must first be a member.

Tenants wishing to pursue a formal complaint with the institute will have to ascertain whether the agent in question is actually a member. This can be done by either accessing the Institute's Website at www.reiact.com.au and searching under "Consumer Information", or by contacting the Institute directly on 6282 4544. Whilst the REIACT does not have the same capacity as the Office of Fair Trading in terms of potential disciplinary action, it is still able to pursue formal dispute resolution processes, including mediation and independent arbitration of matters.

If considering action through the REI it is worth looking at the REI Code of Conduct on their website. Of particular note is that an agent's primary responsibility is to their client (the landlord), not the "customer" (a tenant). Tenants are directly mentioned only once in the Code, and that is in relation to notifying the landlord of breaches by the tenant. Nevertheless if you are making a complaint to the OFT you may as well make the REI aware of your issues with their member. As a professional representative body it is useful for them to be advised of unethical or unprofessional behaviour. They are interested in the ACT real estate industry's reputation.

So the bad news is that the agent might be getting things wrong. The good news is that if they are, you can help to ensure that it doesn't happen again, and why not? It is after all, a dish best served cold....

- Michelle Worthington

**DO YOU WORK WITH PEOPLE WHO ARE RENTING?
DO YOU KNOW TENANCY RIGHTS AND RESPONSIBILITIES?
YOU MIGHT BE SURPRISED AT WHAT THE LAW ACTUALLY SAYS
The TU can provide free workshops in tenancy law for workplaces or
clients. Call 6247 1026 or e-mail tuact@bigpond for details**

TENANCY MYTH BUSTERS

So we don't have two blokes from San Francisco, but we are inspired. There are many tenancy myths and they need to be busted.....

MYTH:

That a landlord or agent can let themselves into the property without your permission if they give you notice beforehand—i.e. if they send a notice saying they will let themselves in regardless.....

A landlord or their agent (or people contracted to the landlord) can only access a tenant's home in accordance with the terms of the tenancy agreement. If a tenant refuses access the only course of action open to the landlord is to make an application to the Residential Tenancies Tribunal for a hearing (of which the tenant is advised) and an order requiring access at a certain time. Accessing the premises without the tenant's permission is a breach of the tenancy agreement.

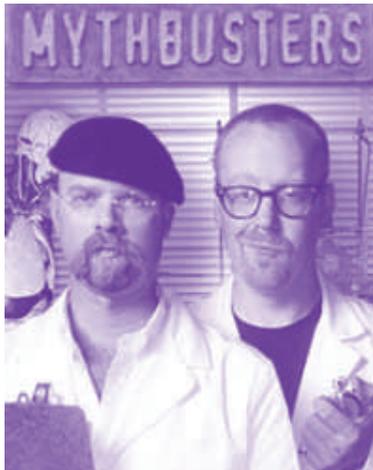
BUSTED!

MYTH:

At the end of a fixed term lease the landlord can tell a tenant the lease is over .

At the end of a fixed term lease the tenant can end the tenancy because the fixed term is ending (giving 3 weeks notice in writing). The landlord does not have this ability. If they want to end the tenancy after the end of the fixed term they have to give notice and have grounds in accordance with clause 96 of the tenancy agreement.

If they want to terminate because the fixed term is ending, or they just want the tenant out they must give 26 weeks notice (without cause notice). Once in a fixed term tenancy the tenant can terminate the tenancy on or after the end of the fixed term



by giving 3 weeks notice in writing, no grounds need to be supplied.

If the tenant doesn't end the tenancy the lease automatically moves to a periodic term. The landlord cannot refuse to let this happen. A tenant can agree to sign a new fixed term if they wish to, however, there is no requirement to do so. There is no need to "renew" a lease, if the

landlord wants a new fixed term lease they have to negotiate one with the tenant, and vice versa.

BUSTED!

And finally....

MYTH

That you can get advice from the TU through our office number, and that you can never get through to the TAS line.

The Tenants' Union office staff cannot give tenancy advice to people who call. They can refer to the website, send general information and at the very most give very general information. They are not the trained advice workers. They will refer to the Tenants' Advice Service phone line.

The TAS is the only means of getting tenancy advice. People do experience some difficulty in getting through to the line because they often encounter a busy signal. This is because there are only 2 advice workers on a part-time line. If people need to talk with them they are urged to be patient and persistent, try ringing mid-morning, and they will eventually get through.

BUSTED!

FOOD FOR THOUGHT

The following figures are from the Residential Tenancies Tribunal Annual Report:

OVERALL TOTALS

· Applications for resolution of dispute	614
· Applications to restore/set aside/vary orders	164
· Applications for endorsement of inconsistent terms	1,458
· Endorsements granted	1,252
· Matters listed for conference	99
· Matters listed for hearing	802
· Applications withdrawn	35

APPLICATION BREAKDOWN

· Applications by tenants	151
· Applications by landlords/agents	2,061
· Applications by Housing ACT	196

TYPES OF APPLICATIONS

· Applications for termination by tenant	15
· Applications for termination by landlord/agent	135
· Rental bond disputes	82
· Rent arrears	305
· Rent review	43
· Rent reduction	5
· Compensation by tenant or landlord	266
· Other	34

So, what does this mean?

There are a few significant issues highlighted by these figures:

* The first and most glaring being the number of applications by tenants as compared to the number of applications by landlords including Housing ACT. Tenant applications make up only 6.7% of the total. An interesting situation considering that the only group that contributes funds to the RTT aside from application fees is tenants. A portion of interest from tenants' bonds goes to the RTT, no other Tribunal user group makes similar contributions.

Landlord groups have argued that this indicates there are few problems with landlords and mostly issues with "bad" tenants. Stats from the TAS service would indicate a different reason. This is the understandable fear of many tenants that making an application to the RTT will be found against them, or the landlord will retaliate with harassment or eviction, or the agent will give them bad references or list them on databases.

Hopefully this situation will improve with greater awareness of complaints mechanisms through the Agents Act, enforcement of the Privacy Act and use of new provisions in the RTA regarding databases as well as retaliatory evictions;

* Not surprisingly the types of applications reflects the above situation. When tenants feel able to assert their rights we may see a change in these figures;

* The number of applications (made and granted) for endorsement of inconsistent terms, indicates concerns that providing a mechanism for changing the standard lease would counteract the reason for standard terms (ie consistency of leases and awareness of rights) were well-founded. It is alarming that landlords and agents are making changes to standard terms in such numbers. It indicates either a lack of awareness of how the current terms can be applied, or a clear desire to operate outside the terms established through a very long period of negotiation.

Where to from here? Tenants are encouraged to enforce rights, to query changes and to contact us!

HOUSING AS A HUMAN RIGHT

- by Rivah Nissim, project worker

MANY NATIONS SEE HOUSING AS A BASIC HUMAN RIGHT. WHY DOESN'T AUSTRALIA?

Its 11 o'clock on a Tuesday morning and I,m sitting in a community centre in Ringwood, in outer-eastern Melbourne. The dozen people with me are passing around the Family Assortededs and chatting comfortably. Gwen, sitting across from me in a bright yellow sweater and tight perm, has been talking about her new grandchild; Cathy, next to her, is bemoaning the lack of public transport in outer Melbourne. Nobody here has met before but all have, at some stage, lost their homes. They have responded to a flyer for a project looking at housing as a human right, with the promise of \$20 and some biscuits in return.

I am the one responsible for the flyer. I've spent the last few months talking to people who have experienced housing crises. Some have found themselves on the streets or in short-term crisis-accommodation services. Others are living in 'housing stress', meaning that the amount they spend on housing means they can't meet their basic needs. Others are living in caravan parks or rooming houses; in private rental that's unsafe, unsound or unsuitable; or sitting on the ever-lengthening waiting list for public housing.

I've been telling these people that under international law they have the right to safe, secure, affordable and accessible housing, and asking what needs to change for them to feel like they have this right.

Translating such rights to suit people's everyday experiences isn't easy. And the current political climate doesn't make it any easier. The Federal Government remains unmoved

The states and territories, however, can still articulate their commitment to human rights and develop plans to put them into practice

by the fact that almost 100,000 Australians are homeless every night (with the majority denied basic services due to lack of funding), thus ignoring its obligations to ensure all Australians have adequate housing under the International Convention on Economic, Social and Cultural Rights. In much the same way, it blithely ignores international condemnation over its mandatory detention of asylum seekers.

It doesn't help that human rights tend to get bad press in this country. Activists are regularly

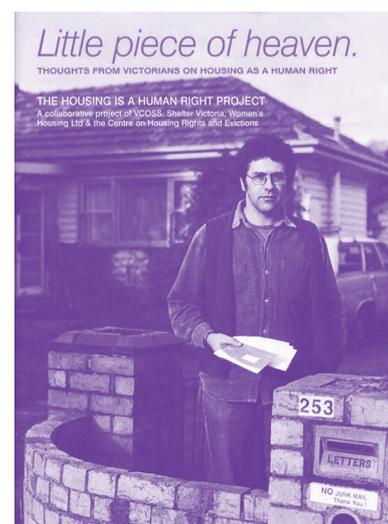
portrayed as somehow elitist, unnecessary or airy-fairy; or as do-gooders interfering in 'how we run our country'. Those campaigning for housing rights get barely any press at all, despite the fact that Australia has no laws that say we have a right to adequate housing.

In South Africa, the right to housing is protected under the Constitution, while under the human rights codes of some Canadian provinces it is illegal to refuse to rent a house to someone because they are receiving social security or because they have children. Scotland's Homelessness Act 2002 has helped put in place a plan for everyone in Scotland to have a home within the next 10 years. Even India's Constitution allows its citizens to take legal action against their government if it doesn't provide for them when they are homeless.

Since human rights treaties don't take effect in a country until they're incorporated into law, it's the Federal Government's responsibility to sign onto them and make treaties meaningful in Australia. The states and territories, however, can still articulate their commitment to human rights and develop plans to put them into practice. The ACT has led the way by developing its Human Rights Act 2004, but it doesn't include the right to adequate housing.

Of course, putting housing rights in writing wouldn't solve Australia's growing housing inequity, but it could help change how we think about housing. Glossy renovation shows and 'reality' auctions give the impression that shelter is just another thing to swap or score, rather than a basic human need. As I was told by one young woman in a focus group: "It's really wrong that you can be turned away from crisis centres. That's the most basic human right - you should never have to spend even one night on the street."

Back in Ringwood, I ask about housing affordability. It's the question that always prompts the most passionate responses.



(Continued on page 18)

TU Update

There are several general member positions on the TU Management Committee still open. If you are interested in becoming involved please contact the office.

TU work continues on the ACT Government's **Disability Reform Housing Working Group**. An issue of focus for the TU has been the introduction of tenancy agreements with HACT for tenants in group houses.

The saga of the **review of the Residential Tenancies Act** continues. As noted in the cover article, we are working to come to terms with the commencement of the first array of amendments, namely the occupancy agreement changes. We are also negotiating changes to the Bill containing the second set of amendments.

A significant change for us has been due to the completion of the **Tenant Participation Project** at the end of February. The project culminated in a report containing recommendations for the direction of tenant participation in public housing in the ACT. The TU endorses the essence of these recommendations as providing a best practice for HACT to work toward. The TU would like to thank the project worker Peter Cooper for his tireless commitment to this process and the individuals involved. Also thanks to the many public housing tenants who were involved from the start.

The TU maintains its interest and involvement with **Community housing** through participation in a range of forums, inquiries and studies including those focussing on the future of the sector.

The TU attended the **National Shelter Council**

Meeting as the rep for NATO (National Association of Tenant Organisations). We have repeated our commitment to involvement with the push for a Commonwealth Dept on Housing, and Housing Minister as well as a significant increase in stock of public housing. Another issue of significance discussed at the meeting was the Housing as a Human Right project (see article for details).

Student housing continues to be an important issue for the TU. It is great to see the RTA now cover students in on-campus accommodation. We are working on producing information about these changes. Work continues on our share housing booklet while we are considering whether to incorporate the occupancy changes. Watch this space....

Housing ACT related work continues through the Debt Working Group, and the Community Sector Reference Group. Our wait for details about rumours of a review the Housing Assistance Act (that regulates Housing ACT) is now over and we have just been given 3 weeks to address an issues paper. We anticipate it having a significant impact on our workload.

IF YOU WANT TO FIND OUT MORE ABOUT ANY OF THE ISSUES DISCUSSED HERE,

PHONE: 6247 1026

or

E-mail us at: TUACT@bigpond.net.au

THE TENANTS' UNION WELCOMES NEW MEMBERS.

IF YOU WOULD LIKE TO JOIN SEND IN THE MEMBERSHIP FORM FROM THE BACK OF THIS NEWSLETTER

THE ASBESTOS STORY

If the media blitz and the ongoing information campaign about new Asbestos laws in the ACT has passed you by, here is a condensed version just for tenants.

The new Asbestos laws have been introduced to raise public awareness of the management of materials containing asbestos in ACT premises. In order to reduce the future incidence of asbestos related diseases.

The new laws took effect from 4 April 2005.

Owners and occupiers (including people renting who repair or maintain the premises) need to give:

- * Tenants and prospective tenants;
- * Tradespeople; and
- * Maintenance workers

Information, in writing, on what they know about materials containing asbestos on the premises.

There is a simple form available to assist you.

What tenants should do

- * Be aware that you may be informed in writing by your landlord or real estate agent about materials containing asbestos at the property you are renting
- * In line with your obligation to maintain and repair premises, provide a copy of that written information to tradespeople or anyone you ask to work on the property, so that any materials containing asbestos can be safely managed.
- * If you believe material is damaged or poses a risk advise your landlord or agent.

NOTE: this is strictly within your responsibility to general maintenance yourself and to repair only problems that are the result of your negligence or intent. This does not give you any additional responsibilities to advise people doing repairs resulting from fair wear and tear. These repairs and maintenance remains the landlord's responsibility.

Housing ACT tenants - Housing has given an undertaking that they will contact tenants who may have building materials containing asbestos in their homes. They urge tenants to remember to not do any renovations without first consulting with Housing.

What landlords should do

Inform or ask the managing agent to inform tenants or prospective tenants in writing what you know about materials containing asbestos

Inform or direct the managing agent to inform tradespeople you have asked to work on the property, in writing, what you know about materials containing asbestos on the property.

Does my home contain asbestos?

If the building was built before 1988 it may contain asbestos.

You can't be certain whether materials contain asbestos in every case by looking at them. The safest and most accurate way to find out if to have an experienced person inspect the premises.

Should materials containing asbestos be removed?

No. Provided that the material is in good condition and not damaged it does not need to be removed.

If the materials are damaged or in poor condition they should be inspected by a trained professional.

Where might asbestos be found?

Bathroom, toilet and laundry—in cement sheet walls, ceilings and floors

Living areas—insulation in wood heaters, AC sheeting beneath wood heater hearths

Kitchen—vinyl floor tiles, the backing to cushion vinyl flooring, underlay sheeting for ceramic tiles

Exterior—flat, patterned or corrugated wall or roof sheeting, imitation brick cladding, lining under eaves

(Continued on page 13)

DON'T PANIC! Most building materials that contain asbestos **DO NOT** pose a health risk. Most of us have been living with materials containing asbestos for years without harm. It is only when materials are disturbed in a way that forces asbestos fibres into the air that it may become hazardous

The Essential Services Consumer Council

Have you received a disconnection warning notice because your electricity or gas account is unpaid?

Has your electricity or natural gas been disconnected because your account is unpaid?
Have you been warned of possible supply restriction because your water and sewerage rates are unpaid?

What can you do?

First either pay the account or try to make an arrangement with the Utility to settle the account. If the Utility will not make an arrangement with you and disconnection or restriction of supply would cause you or your household *substantial hardship* you can make a Hardship Complaint against the utility.

What can the ESCC do?

The ESCC has the power to direct the utility to continue supply of electricity, natural gas or water to your premises. Generally the ESCC will expect you to meet conditions such as:

- * You are to pay your account by instalments set at an amount you can afford to pay;
- * You are to pay all or part of your account by a specified date;
- * You are to enter into an arrangement to have deductions taken from your bank account or Centrelink benefit;
- * any other condition that the ESCC may consider appropriate to your circumstances.

The ESCC can also direct the utility to discharge part or all of our account including any interest charged.

For further information, assistance you can telephone the ESCC Registrar on 6207 7740 or visit the office in person.

Email: esc@act.gov.au

Location: Level 6

Office hours: Mon - Fri

Eclipse House

9.30am - 12 noon

Post: PO Box 578

197 London Circuit

1.30 - 4pm

Civic Square ACT 2608

Canberra City

(Continued from page 12)

Backyard—garden sheds, garages, car ports, dog kennels

Miscellaneous—electrical meter boards, old ironing board covers, heat proof mats, insulation to hot water pipes set into masonry walls

If my home has materials containing asbestos should these materials be removed?

No. Provided it is in good condition and not likely to be damaged it does not need to be removed.

What happens if the new law is not complied with?

The ACT Government is allowing for a period for people to become aware of the laws before they enforce penalties. Next year fines of \$1,000 for individuals of \$5,000 for commercial or other entities could be imposed.

For more information go to www.asbestos.act.gov.au or call Canberra Connect on 13 22 81

CLEANLINESS IS NEXT TO...

As one of societies less tidy individuals, I've never really been a big supporter of the whole "cleanliness is next to godliness" school of thought. Now don't get me wrong- I can see the value in maintaining a reasonably clean way of life. Why, just this morning I had something of a revelation over my Vita-Brits....

- Michelle Worthington shares

The almost god-like status that our society tends to bestow upon the righteously tidy is to my mind, a trifle unfair. What evidence is there to suggest that your average higher being, characterized by, say, omni-benevolent tendencies, wouldn't be inclined to tolerate the occasional dirty mug in the divine order? Who is to say that it is only the meek, and not also those who are modest with their use of deodorant or dishwashing liquid who shall inherit the earth? In any event, last time I looked, it wasn't only the *neat* who were dying young....

No indeed. Rather than standing as proof to the existence of some kind of antiseptically inclined god, for me, this particular little pearl of wisdom smacks suspiciously of intrepid parenting. (Not unlike the whole Santa caper really, albeit with a trifle less colour and movement....)

Whatever the origin of this school of thought, it has undoubtedly been embraced within many different quarters of our society, not the least of which being the world of property management.

Having recently moved out of my first rental premises, I have formed the opinion that some property managers have rather elevated expectations regarding the tenant's cleaning obligations when vacating a property.

At the time of our moving out, we almost expected to have to talk our way out of a few "damage" issues (ie condition of premises). What we certainly didn't expect was to come to blows with the agent over the question of cleanliness. Within the first few moments of our final inspection, it became apparent to me that while the law imposes an objective standard upon outgoing tenants, it is not beyond individual landlords or real estate agents to attempt to impose their own particular benchmark of cleanliness.

Allow me to explain.

Shortly before the tenancy ended, our property manager provided our household with a list of "cleaning guidelines". This was a list of no less than

23 cleaning tasks that she insisted had to be completed before final inspection. As you will no doubt observe, this is no mere suggestion - it reads very much like it is a document of some authority. One can be forgiven for thinking that tenants have no choice but to comply with every little directive.

However forceful such "cleaning guidelines" appear, it is extremely important to remember that, just like any other doctrinal instrument-when it comes down to it, it's all just a matter of opinion. Documents such as this are not nearly as authoritative as they may seem.

Clause 64 of the prescribed terms (ie, clause 64 of every single residential tenancy agreement in the ACT), the tenant's **actual** cleaning obligations when leaving a premises are as follows

The tenant shall leave the premises-

- *In substantially the same state of cleanliness, removing all his or her belongings and any other goods brought unto the premises during the duration of the tenancy agreement: and*
- *In substantially the same condition as the premises were in at the commencement of the tenancy agreement, fair wear and tear excepted.*

As you can see, there is no mention of professional carpet cleaning, steam-cleaning curtains or the servicing of air-conditioning units. In fact, it doesn't specify that *any* particular task needs to be done by a tenant when vacating a property. The reason for such omissions is really quite simple. The law recognises that every tenancy is quite unique, and consequently, that any attempt to impose specific cleaning requirements across all tenancies in the ACT would be a pointless exercise.

At this point it may be beneficial to explore the nature of the standard of cleanliness that is outlined in the ACT lease agreement. The word to keep in mind is "substantial". It isn't necessary for tenants to attempt to return the property to *the same* state of cleanliness as described by the condition report. No indeed, it is more relative than that.

Let's imagine that you enter your new rental premises, and in a flurry of fresh tenant eagerness you attack the bathroom with some of the Big Kev's industrial strength mould remover you discovered in your new garage. Upon regaining consciousness, you roll over to discover that the once oyster grey bath is actually a fabulous salmon pink. In such an instance as this, on vacating the property, you would be entitled to leave said bath in basically whatever colour you decided was most appealing. Similarly, if the legacy of the previous tenants included a backyard full of last autumn's leaves, then by all means, throw away your rake and walk. The tradition may continue...



So, having established that such "cleaning guidelines" are really no more binding than your average core election promise, what exactly should tenants be doing in terms of cleaning up for their final inspection, I hear you ask? As opposed to complying with some random instructions dished out by particularly enthusiastic real estate agents, tenants should look to their ingoing condition report for guidance as to what cleaning is required. Tenants should use this report, in combination with their own recollection, as the benchmarks for deciding what work needs to be done to the premises to return it to "substantially" the same state of cleanliness as when they moved in.

Take for example, the issue of steam-cleaning the carpets. One of our more firmly cemented urban myths surrounds the notion that it is somehow compulsory for tenants to have their carpets professionally steam-cleaned upon vacating a premises. Once again, rather than being based on any variety of universal truth, this particular rumour smacks of intrepid property management (not unlike the whole Santa caper really, albeit with a trifle more heat and shag-pile).

Contrary to your immensely helpful agent derived "cleaning guidelines", the question to be asked by outgoing tenants is not,

"So guys, when are we getting the carpets cleaned?" but rather,

"Is it necessary to have the carpets steam cleaned in a bid to return them to substantially the same condition as whence they came?"

If a good old-fashioned vacuuming would bring the carpets up to substantially the same condition as you found them in, then vacuum away gentle reader. Perhaps use that time to invent alternative ways in which to spend your hard earned \$300.

Having said all of this, there is of course an exception to the rule that I must bring to your attention, yes, yes, the law is an ass... While random lists or "cleaning guidelines" distributed by landlords or agents cannot be relied upon to compel a tenant to act in a particular manner, there is one instance where a tenant may be forced to undertake a particular cleaning task, even if it isn't necessary to do so in order to fulfill their obligations under clause 64.

This can happen if the landlord included in the lease a term expressly stating that the tenant must do a specific task before vacating the property. This could include organising and paying for the steam cleaning of the carpets. Such a clause must be endorsed by the Residential Tenancies Tribunal. Then, regardless of everything I have said or will say in this piece, the tenant is bound to comply. If such a term hasn't been endorsed, the tenant would have to be able to prove that it is inconsistent with one of the prescribed terms (eg clause 64) and thus of no effect. Such clauses are rare. It is more common for tenants to simply be given lists like the one supplied to my own household by our property manager.

The fact of the matter is that, generally speaking, regardless of what your landlord or real estate agent may regard as suitably clean, the standard that is to be imposed in the final inspection is that prescribed by *law*. The test in Clause 64 is an objective one. As such it cannot be made subject to the individual standards of landlords or real estate agents. So by all means, crack out the Gumption where necessary, but ultimately, if you feel that you have returned the property to a state that is largely, essentially, considerably, mostly (you get the picture) as clean as it was right at the start, then unless you have signed an endorsed document to the contrary, you are under no obligation to pander to any unnecessarily picky standards of cleanliness that may be demanded of you by finicky landlords or real estate agents.



A SCHEME FOR 1 MILLION RENTAL DWELLINGS

The following article is by Kazuo Takashima, JTA Japanese Tenants Association -

Supporting the middle-classes for owning their homes is the main housing policy of South Korea, as well as in my country, Japan. But the house-lease systems of these two countries are utterly different.

The South Korean government has escaped the construction of public rental housings for the low-income group by making full use of the unique private house lease system - the "Jonsei-Walsei System".

As a result of this, the number of public rental housings in South Korea is only 3.4 percent, 390,000 housings units, compared to Japan's 6.7 percent. But now the government wants to see one million new rental dwellings!

Jonsei and Walsei

After the World War II, the Jonsei-and Walsei system started as a kind of deposit system. It derived from the circumstances that few people used the banking loan system. As the interest rates exceeded 10 percent most investors preferred a lump sum, rather than a high monthly rent.

Jonsei

If a person who wants to rent a flat or a house, he/she needs to deposit a large sum of money to the owner which comes to 30-80% of the housing price - a Jonsei. The renter can use the residence without paying rent for 2 years. When the landlord pays back the Jonsei, excluding the interest for two years, the tenant must move out unconditionally. In the time of renewing the contract, the tenant can not reject a big raise in the Jonsei.

Walsei

The walsei-tenant must pay the landlord a monthly rent, because the Walsei which is deposited is far more inexpensive than jonsei. The tenant must move out unconditionally when the landlord pays back the Walsei, also without its interest, after two years. The tenant can not reject a big raise in rent and the Walsei in time of renewing the contract.

Although the interest rate went down to 4

percent recently, the housing price and the Jonsei have been increasing. The rent of a 23m² flat; Walsei is \$US1727 and Jonsei the rent is \$US35, which is 20 percent less than the market rent, excluding maintenance fees and public utility charges.

Construction of Housing

Until the end of the 1980's, South Korea has been suffering from a chronic housing shortage, owing to the population concentration into urban areas and because of the rapid development of industrialisation.

In the early 1980's the South Korean government made an effort to construct a lot of housings by improving legal systems and establishing the Korean National Housing Corporation and the South Korea Land Corporation. The government also established the National Housing Funds which were to assist all those who were going to construct or purchase housing. Consequently, 6.12 million public-funded housing units were built from 1982 to 1995. Since 1984, when The Rental Housing Act, was established, the State began constructing the public rental houses.

However, after five years of the lease hold starting, the tenants were scheduled to buy their flats. But, only few of the tenants made use of this "offer", independent

whether they lived in the public rental housing or in the private rental housing. Simply because they could not afford the price asked. The government encouraged the middles classes to construct or purchase their own dwellings

Bad Housing Situation & Public Housing

In Seoul, back in 1985, 41% of households lived in 1 room units. Many families rented part of a house or very small flats and basement areas, sharing conveniences. Today many families live in "row houses" and small apartments in private houses. In 2000, 18.2% of S Koreans lived in dwellings less than 46m² In Seoul an average of 3 people occupy a 2-room (including kitchen) flat of 23-43m. As



(Continued on page 18)

SOBERING STATS

The following figures are from *Market Facts*, the quarterly residential property report from the Real Estate Institute of Australia. Data is for the December Quarter 2004. Figures for the first 2005 quarter are not yet available.

The data is influenced by rents being advertised. They are median figures that are skewed by factors such as unproportionally large amounts of high priced units coming on to the market. Vacancy rates provide a similarly skewed view.

Media stories highlighting patterns and increases may give landlords or agents an incentive to force excessive increases. Tenants must be aware that these figures have to be considered as part of a range of issues relating to the tenancy. If you receive notice of an increase you think is excessive you can try to negotiate a lesser amount, there is a process you can follow. Ultimately you can have the amount reviewed by the RTT. See our website or call the TAS line for details.

THE NATIONAL PICTURE

In most capital cities median rents increased more than the annual inflation rate of 2.6% between the December quarters 2003 and 2004. However, house rents tended to remain largely unchanged from the Sept to Dec quarter whilst figures for other dwellings were more volatile.

Vacancy rates dropped in Sydney (to 2.4%), Perth (to 2.7%) and Hobart (to 2.0%). Rates rose in Melbourne (to 3.8%), Brisbane (to 2.7%), Adelaide (to 2.3%),

Canberra (to 5.2%) and Darwin (to 4.1%). The real estate industry sees 3% as a benchmark with rates lower than that indicating strong demand and higher indicating an oversupply.

THE CANBERRA STORY

As reported widely in the media in March, Canberrans continue to pay the highest rent in the nation for a 3-bedroom house, with figures showing the median rent

City	3 BR House	2 BR T/House
Canberra	\$300	\$270
Sydney	\$250	\$290
Melbourne	\$220	\$210
Brisbane	\$230	\$215
Adelaide	\$210	\$165
Perth	\$190	\$155
Hobart	\$230	\$160
Darwin	\$270	\$210

(Continued on page 19)

Canberra rents	Houses			Flats/Units		
City/Zone	Quarterly Median \$/week	Quarterly % change	Annual % change	Quarterly Median \$/week	Quarterly % change	Annual % change
Inner Central						
2 b/r	275	0.0	-1.8	260	9.2	13.0
3 b/r	330	0.0	1.5	315	1.6	5.0
4 b/r	450	0.0	7.1	395	5.9	9.7
Inner South						
2 b/r	225	-13.5		175	0.0	2.9
3 b/r	298	-0.7	-0.7	235	-2.1	-2.1
4 b/r	360	-1.4	-5.3	300	0.0	-3.2
West & North						
2 b/r	233	-2.9	-4.9	165	-8.3	-4.6
3 b/r	285	1.8	1.8	240	0.0	0.0
4 b/r	350	2.9	-2.2	280	0.0	3.7
Outer South						
2 b/r	250	6.4		160	-15.8	
3 b/r	285	3.6	3.6	240	0.0	4.3
4 b/r	350	2.9	1.4	265	-1.9	-1.9

(Continued from page 16)

many public rental buildings and facilities were very decrepit, they have turned into slums.

1 Million rental housing scheme

In 2003 the S. Korean government began a scheme aiming at constructing 1 million rental units. The scheme aims to raise the rate of public housing to 15% of all housing.

The target group are people whose income is less than 70% of annual household income, about 21,780\$US. The lease term is 30 years.

However the first big issue is to obtain building sites. The Korean government has exercised its powerful authority in urban development works. For example, in 1990 it carried out a drastic land policy in order to control skyrocketing land prices. This impacted on the number of homeless people whose number had reached 10,000 by 1997. Today there are about 5,500 homeless people in the whole country!

From Quantity to quality

It seems that now the government intends to shift the emphasis of housing policy from quantity to quality. However, the housing situation is still complicated and unsatisfactory, and unfair and unreasonable. S Korean tenants rights are few and toothless. The lease term is stipulated to 2 years. The tenant cannot renew without the landlord's consent.

A lot of low-income tenants suffer from extremely bad housing situations, and high housing costs might cause serious instability in the future. The most important thing is to what degree the Korean people can carry out proper housing policy based on the idea of protecting housing rights for low-income tenants as a human right.

***This article is from "Global Tenant" March 2005
For a copy go to www.iut.nu***

(Continued from page 10)

Gwen is the first to answer. Gone is the cheerful chatting grandmother, her voice is now subdued, and so soft I have to strain to hear it.

"We had a house," she says, looking at the table. "When my husband got ill, I was still working and paying the mortgage; looking after him. I was lucky in that, when the bank repossessed our house, my eldest son took us in. Otherwise we'd have been out on the street."

Suddenly her face crumples and she starts to cry. "And then the house was sold, for \$128,000," she says through sobs. "The person who bought it resold it six months later and got \$240,000 for it. And now I feel I was robbed."

Listening to her, it hits me how personal a house is to each of us, and how much it represents. I remember Debbie, a young mum in a group the week before, half-laughing as she spoke of her dream': "That we would all be given our own home and you would pay whatever you could afford to pay....and you're not going to hurt it, because it's your own little piece of heaven."

It also makes me think that promoting human rights is like trying to sell insurance. Most of us don't even think about our rights unless we find ourselves in a situation where they aren't met. To me this is the core of the Federal Governments obligations on housing: to make sure we have it and that it meets our needs, and to help us keep it if we become vulnerable to losing it.

There was a man, Doug, in a group in regional Victoria whose situation was similar to Gwen's. "We had to sell the house when my business went down,

and then we couldn't afford a mortgage," he said. "And I went to Centrelink and I said, 'Can I get rent assistance?' and they said, 'No, because you're buying a house'. Now I wouldn't have had to move out of that house and sell it if I'd have got assistance, and we wouldn't have had to access these other services we have to now if we could've stayed in the house."

To Doug, getting help with his mortgage made perfect sense. Not only would he have not become homeless, but he also would have cost the government less in the long run. These are the kinds of practical ideas people suggest when asked about improving rights to housing: mortgage relief to help people in financial stress, as well as incentives for developers to build low-cost housing, not just shiny new apartments. People also say they want the governments to put in place minimum standards for rental housing -around things like structure, health and safety- and create an independent housing ombudsman, just as there are ombudsmen for other essential services.

When I ask Gwen what she would like to see change, her response is about something less concrete, but no less important. "One of the big things we've got to do is change attitudes," she says. "The attitude is: 'It's your own bloody fault, you're a bludger living off the system'. We've got to start caring about these people who are sometimes worse off than ourselves."

For more information about the Housing is a Human Right Project, visit www.vcross.org.au.

RTA CHANGES:

Condition reports are no longer required to be lodged with ORB. The requirement for Landlords and agents to provide them to the tenants no later than the day after moving in remains. Tenants must return their updated copy within 2 weeks.

NEW REFUND OF BOND FORMS:

Including clear statements about not signing blank forms, and clear instructions. Can be downloaded from website.

COMPLETION OF FORMS:

It is important to remember that when completing forms the writing must be clear and legible. Please use black or blue pen and print or type where possible. All documents are scanned and accessed frequently to validate information and signatures and if the information is not legible the form may be rejected at lodgment.

Ph: 6207 1178
www.rgo.act.gov.au

(Continued from page 17)

has increased to \$300 a week.

The December 2004 vacancy rate increased by 0.6 percentage points to 5.2%. The annual change since December 2003 was an increase of 0.7%. Although the vacancy rate has increased the median weekly rent for a 3-bedroom house increased by 3.4% to \$300 per week, and this was also a 3.4% increase since December 2003.

These discrepancies demonstrate the complex effect of flooding the market with high priced properties. It has not resulted in lower rents. What we have seen is that people who could afford the higher levels are taking more affordable properties leaving a high number of vacancies at the upper end. This results in more demand at the lower ends of the market, further burdening people with lower incomes or from groups commonly discriminated against in the rental market.

	Feb 05	Feb 04	Feb 03
Average bond	\$1,068.54	\$1,014.67	\$930.94
Number of bonds held	24,473	23,355	22,317
Total value of bonds	\$26,150,456	\$23,697,644	\$20,775,805

BOND STATS

TIDBITS

You're only an e-mail away from a national overview of housing issues.

If you'd like to receive media alerts from the nation's largest social housing focussed media monitoring service, become part of the national Tenant Support Network.

TSN TIDBITS e-bulletins keep subscribers up to date with the latest housing related news and media release. They can arrive several times a day when the sector is experience a high media profile.

The network is independent, free and open to all social housing stakeholders. Just send an e-mail with the word "subscribe" in the subject field to media.tidbits@thenexus.org.au

You will receive a confirmation of request and be asked for some details.

For more info contact Gary Mallard at gmallard@thenexus.org.au

TENANCY WEEK 2005

4 - 7 October

International Tenants Day - 3 October

- ⇒ Participate in our launch or other events
- ⇒ Promote events, distribute our information

For further info contact the TV :6247 1026, tuact@bigpond.org.au

The Tenants' Union (ACT)

The Tenants' Union is a group of tenants, both public and private, who have come together to promote the rights and interests of tenants in the ACT.

The Tenants' Union provides a voice for tenants at all levels of decision-making.

The Tenants' Union provides information, advice, advocacy and education through the Tenants' Advice Service.

Join the Tenants' Union and have a say on issues that affect your housing and your home.

Name: _____

Ph: _____

Address: _____

Type of tenancy (circle): *private, public, community, student housing, occupant, share housing, not a tenant*

NB: Only tenants can be full members

Date: _____

Annual subscription (GST inclusive):

\$11- Waged, \$2.20 - Unwaged,

\$11 - Share house (no. of tenants: _____)

\$55 - Organisation

ABN 99 664 903 582

TAX INVOICE

Make cheques payable to the Tenants' Union ACT Inc. Please forward your subscription and this application form to:

Tenants' Union ACT,
PO Box 8,
Civic Square, ACT 2608

JOIN NOW & STRENGTHEN THE
UNION'S VOICE ON HOUSING
ISSUES

The Tenants' Advice Service

is a free service for all ACT tenants. It is managed by the Tenants' Union ACT and the Welfare Rights & Legal Centre and funded by the interest earned from bonds lodged with the Office of Rental Bonds.

What we offer:

- * Tenancy **advice and information** through our advice line (6247 2011, Mon. - Fri, 9:30am - 1pm)
- * **Workshops and presentations** on tenancy issues, rights and responsibilities. Free of charge to community groups and organisations, school groups etc. Targeted to tenants, people who will become tenants or those who work with tenants
- * Leaflets and other **printed information** on common tenancy problems/issues
- * Tenancy **website:**
www.tenantsact.org.au
- * Articles for newsletters, tenancy information stalls and displays



**For further information call
6247 1026**

Tenancy Tips Leaflets:

- *Entering a tenancy, a general guide*
- *Share Housing*
- *Bonds*
- *Access and Privacy*
- *Repairs*
- *Sale of Premises*
- *Rent Increases*
- *Ending a Tenancy & Breaking a Lease*
- *Eviction*