

Renting: a basic guide

When you rent a place to live you are the 'tenant' and you pay money to the 'landlord' to live there. You can find rooms, houses and smaller self-contained places to rent listed on the internet, in newspapers or by talking to a real estate agent.

Tenancy agreements

Usually you and the landlord sign a tenancy agreement (also called a 'lease') which states how long you will live there, how much money (rent) you will pay and how often you will pay it.

Where there is a written agreement the landlord must give you a signed copy and a written guide explaining your rights and obligations.



A tenancy agreement is a legally binding contract. There are two types of agreements.

A **fixed agreement** is for a set period of time (e.g. 6 or 12 months). If you want to move out before the end of the agreement, you may have to pay for advertising costs, re-letting fees and even rent until a new tenant is found. If you or the landlord want to end the agreement at the end of the term, either party must give at least 28 days written notice to the other. If notice is not given the agreement continues as a periodic tenancy.

A **periodic agreement** has no specific end date. When you wish to leave you must give written notice (21 days or a period equal to the rental period). The landlord may give you notice if they wish to end the agreement (60 days for a specific reason, or 90 days for no reason).

Moving in

The day you move in the landlord must give you two copies of a completed inspection sheet. If something is dirty or broken then note it on the inspection sheet. Once you have recorded the condition of the property on the inspection sheets, you must sign both inspection sheets. Give one copy to the landlord and keep a copy for yourself. Some people take photos as proof of the condition of the property.

The landlord must give you instructions (e.g. manuals) on how to use certain items (e.g. how to operate an air conditioner). The items must be listed in the tenancy agreement.

It is the landlord's responsibility to provide the home in a reasonable state of repair, having regard to the age of the premises. It is your responsibility to keep the premises clean.

Rental bond

You may be asked to pay a bond. If the rent is:

- **\$250 per week or less** the bond can be equal to (or less than) 4 weeks rent.
- **over \$250 per week** the bond can be equal to (or less than) 6 weeks rent.

The landlord must lodge the bond with Consumer and Business Services within 2 weeks (or within 4 weeks if the landlord has an agent). The landlord must give you a receipt within 48 hours.

At the end of your tenancy, you can arrange a bond refund. If there is damage, rent owed or another liability, you may not get a full refund. Keep your Australian bank account open until you receive the money or [use the International Money Transfer form](#) to have the bond refunded into an overseas bank account.

(Note: Housing SA may be able to assist you with paying a bond. Phone 131 299)

The landlord's obligations

The landlord must give you:

- a copy of the signed lease (if the agreement is in writing)
- a written guide about the rights and obligations of the tenant and landlord.
- inspection sheets – to record the condition of the premises
- a receipt for each rent payment, unless you pay rent into an account kept by the landlord

The landlord must also:

- make sure the property is clean and in reasonable condition when you move in
- give you notice before entering the property (unless it is an emergency)
- make sure the property has good locks and is secure
- repair the property when needed (but if you cause any damage, you may have to pay).

The tenant's obligations

As a tenant you must:

- pay the rent in advance and on time
- keep the property clean
- use the appropriate form if you want to terminate the agreement
- report damage or repair needs to the landlord
- not use or allow anyone else to use the property for an illegal purpose
- not make excessive noise or affect the comfort or privacy of your neighbours.
- seek the landlord's approval before you keep pets, invite others to live at the property or make changes to the property

Rent increases

Rent must not increase until at least 12 months has passed since the start of the agreement or the rent was last increased. The landlord must give you at least 60 days written notice before increasing the rent.

During a fixed agreement rent cannot increase, unless the agreement says there can be an increase.

If both parties agree, rent can increase at any time (e.g. if there was no air conditioning at the start of the agreement but the landlord agrees to install a system). This agreement should be in writing.

Renting problems

If you have a dispute with your landlord, contact Consumer and Business Services. We can provide information about your rights and responsibilities and recommend options to help resolve the dispute. If a suitable outcome is not found, you can apply to the South Australian Civil and Administrative Tribunal (SACAT). SACAT will make a decision and issue a binding order.

Advice in your language

Phone 131 450 to use the FREE Telephone Interpreting Service. A person will interpret for you in a three-way conversation. Ask to be connected to Consumer and Business Services on 131 882 for renting advice.

For more information:

Consumer and Business Services
Tel: 131 882

Renting information is available at www.sa.gov.au/tenancy/renters