

Tenancy: Rights and Obligations

COVID-19 NOTICE

The *Residential Tenancies (COVID-19 Emergency Response) Declaration 2021 (No 3)* commenced on 2 September 2021 and significantly changes the responsibilities of tenants and landlords.

For more information, see our '**Tenancy and COVID-19**' factsheet.

Your rights as a tenant

You have the right to receive a copy of the proposed tenancy agreement to review prior to signing it.

You have the right to receive a copy of the signed residential tenancy agreement within 3 weeks after it has been signed by all the parties and received by the landlord.

You have the right to have the premises rented to you in a reasonable state of cleanliness and repair.

You have the right to occupy the premises for residential purposes without legal impediments.

You have the right to be given rent receipts unless you pay rent into nominated bank account.

You have the right to receive 8 weeks' notice of any intention to increase your rent and to not have rent increases more frequently than every 12 months, unless previously agreed to you in your tenancy agreement.

You have the right to quiet use and enjoyment of the premises. The landlord or their agent must not interfere with your possession and use of the premises except to carry out agreed, lawful inspections and repairs, or to show prospective tenants and purchasers the premises in limited circumstances.

You have the right to receive 2 copies of a condition report about the state of repair of the premises, and of any goods leased with the premises, no later than the day after you take possession of the property.

You have the right to have reasonable peace, comfort and privacy in the premises.

You have the right to have non-urgent repairs and maintenance performed within 4 weeks.

You have the right to have urgent repairs carried out as soon as necessary, having regard to the nature of the problem.

You have the right to keep an animal or allow an animal to be kept on the premises unless the ACAT orders otherwise.

You have the right to be given written notice of the landlord wanting to end the tenancy agreement.

You have the right to receive at least 1 weeks' notice of a property inspection and to have the inspection take place with reasonable regard to your work and other commitments.

You have the right to not be evicted except by ACAT order.

COVID-19 NOTICE

Between 2 September 2021 and 25 November 2021 (moratorium period), a landlord may not apply to the ACAT for a termination and possession order for arrears accrued if the tenant is a member of an impacted household.

Between 26 November 2021 and 22 February 2022, a landlord may not apply to the ACAT for a termination and possession order for arrears if the arrears were accrued by an impacted household during the moratorium period but the tenant continues to pay rent regularly after the moratorium period.

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Your obligations as a tenant

You are obliged to pay the rent on time and in full as agreed in your residential tenancy agreement.

You are obliged to provide the landlord with your name.

You are obliged to not intentionally or negligently damage the premises or allow such damage to occur.

You are obliged to notify the landlord if damage occurs to the premises.

You are obliged to pay for any damage caused by you or your guests.

You are obliged to report to the landlord or their agent the need for repairs and maintenance to the premises.

You are obliged to leave the premises reasonably clean and in substantially the same condition as it was at the beginning of the tenancy term.

You are obliged to return 1 of the 2 copies of the condition report received upon moving into the premises to the landlord within 2 weeks of receiving it—either signed or endorsed with a signed statement from you saying whether you agree or disagree with the report.

You are obliged to only make modifications allowed under law or with the landlord's consent.

You are obliged to comply with all strata rules if applicable.

You are obliged to only use the premises for residential purposes unless otherwise agreed in writing with the landlord or their agent.

You are obliged to not use the property for an illegal purpose.

You are obliged to not interfere, or permit interference with, the quiet enjoyment of neighbours.

You are obliged to not leave the premises vacant for more than 3 weeks without notifying the landlord.

You are obliged to provide the correct written notice when you intend to leave.

If you have any questions arising out of the information provided in this fact sheet, contact the **Tenancy Advice Service** at:
1300 402 512 or TAS@legalaidact.org.au

Factsheet updated: 2 September 2021