

Tenancy: Starting a Tenancy

Starting a tenancy is a big commitment. We recommend consulting the **Tenant's Rights and Obligations Factsheet** as a first step.

Before signing the Lease

You should make sure to inspect a property prior to signing a tenancy or occupancy agreement if possible. Arrange a time that suits both yourself and the prospective lessor and have a thorough look at the property. When inspecting a property, the tenant should consider whether it suitably meets their needs, the general state of repair, if the facilities are adequate and if it is safe.

You should also confirm what the rent will be for the term of the lease. Make sure you can afford it. It is unwise to enter a tenancy with the expectation that you will be able to rent out rooms or take a co-tenant on to cover the costs, and both of which are illegal without the lessor's consent.

What is in the Lease?

The lessor should provide you a copy of the proposed agreement and give you reasonable time to review it. Residential tenancy agreements usually go for a term of 6 or 12 months.

The lease will contain the terms governing the arrangement between the tenant and the lessor. All tenancy agreements automatically include and generally must comply with the Standard Tenancy Terms contained in the *Residential Tenancies Act 1997*. If a tenancy agreement has a term that is inconsistent with the standard terms, the lessor is obliged to point it out to you, and ACAT must formally endorse the inconsistent term before it forms part of your tenancy arrangement.

You should also check to see if your agreement has a break lease clause or a postings clause. These are optional terms that can be added to an agreement.

A break lease clause caps the amount of rent you will have to pay in the event that you break the lease.

A postings clause allows for the agreement to be terminated in the event that either you are posted to work in a different city or the lessor is posted to the city and has need of the property.

If you accept the terms of the lease you can sign and date it, at which point you are a party to the residential tenancy agreement and bound by its terms and conditions.

After Signing the Lease

Once signing the lease, you may need to pay a bond. Consult our **Bonds Factsheet** for more information. You may also be required to pay rent in advance. It would not be sensible to pay these until close to the move in date.

Moving in

Once you move into the property you should make a record of the condition of the property. It is wise to take dated photographs of the state of the premises when you move in. You should also check that all of the fixtures provided with the premises work, e.g. lights turn on, stove heats up, water comes out of taps, hot water flows, etc. You should also check that all locks work and you have keys to every lock.

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The lessor is required, not later than the day after a tenant moves in, to give the tenant two copies of a condition report. For more information on condition reports, please check our **Condition Report Factsheet**.

A tenant should carefully check the condition report and ensure it accurately reflects the state of the premises and write comments where necessary. A large portion of disputes that come to the tribunal relate to the state of the premises, and having a clear report of the condition at the start of the tenancy makes resolving these issues much easier.

Unless the tenant agrees, there should be no areas where the lessor has left their own belongings or “no-go” areas in the property.

The tenant should arrange for connection to electricity and gas.

If there are any problems with the property you should immediately contact the lessor or their agent and let them know about the problems and ask that they be resolved.

If you have any questions arising out of the information provided in this fact sheet, contact the **Tenancy Advice Service** on:

1300 402 512 or TAS@legalaidact.org.au