

## Residential Tenancy Commissioner

The Residential Tenancy Commissioner can help you sort out a problem with the owner. A friend, relative or support worker can contact the Commissioner for you, if you prefer.

### Statement of Key Terms

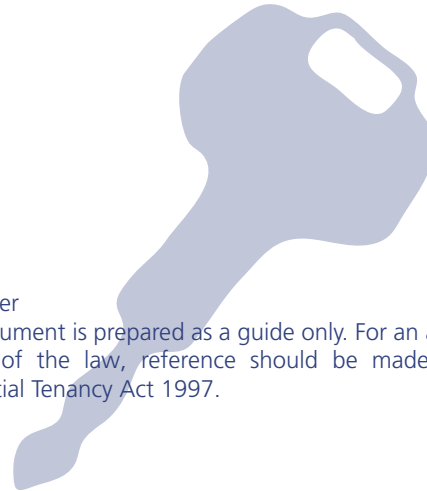
The written statement of key terms (the principal terms of the agreement) should include the owner's name and your name; the address and room number of your boarding premises; any facilities provided for your use; the date on which the agreement is made; the date the agreement is to end if it is for a fixed term; how much rent you have to pay and how often you pay rent; whether any services, such as meals or cleaning, are provided; how much the services cost; when they are provided and how often you will get the services.

### House Rules

If you have to follow any house rules they must apply to everyone in the same way. House rules should tell you about meal times (if meals are provided); the costs of any shared facilities and when you can use them; if there are rules about using the bathroom or shower; if there are rules about visitors, parking or storage; the times services are provided (if they are provided); if there are rules about smoking; if there are rules about alcohol, how house rules can be changed; and how your views are taken into account when house rules are made.

## For more information contact:

- Residential Tenancy Commissioner  
1300 654 499
- Consumer Affairs and Fair Trading  
1300 654 499
- Tenants Union of Tasmania  
1300 652 641
- Legal Aid Commission  
1300 366 611



#### Disclaimer

This document is prepared as a guide only. For an accurate version of the law, reference should be made to the Residential Tenancy Act 1997.

## BOARDING PREMISES

*Tenant Information Pamphlet  
Residential Tenancy Act 1997*



### Consumer Affairs and Fair Trading

Executive Building  
15 Murray Street  
Hobart TAS 7000

Phone: 1300 654 499 Fax: (03) 6233 4882

Email: [consumer.affairs@justice.tas.gov.au](mailto:consumer.affairs@justice.tas.gov.au)

Web: [www.consumer.tas.gov.au](http://www.consumer.tas.gov.au)



Tasmania

Consumer Affairs and Fair Trading  
Hotline : 1300 65 44 99 [www.consumer.tas.gov.au](http://www.consumer.tas.gov.au)

## If you live in boarding premises

You have rights and obligations under the Residential Tenancy Act 1997.

'Boarding premises' can be a room in a house, a boarding or rooming house, a pub or backpackers if you share the bathroom, toilet or kitchen facilities with any other people. You will probably have meals or other services provided if you live in boarding premises.

Premises that are mainly occupied by university or TAFE students are not boarding premises. If you are unsure about your tenancy type ring Consumer Affairs and Fair Trading or the Tenants Union.

## What this means for you

If you are living in boarding premises in Tasmania then the Residential Tenancy Act provides rules about the following:

### 1. Rental Agreements

You must be given a written statement of the principal terms of the agreement (key terms) and be shown or given a copy of the house rules (if there are any), before you sign the agreement.

You do not have to share a room unless you want to.

Agreements can be for a set amount of time (a fixed term) or for no set time (a non-fixed term).

### 2. Ending Agreements

#### *Non-fixed term Agreements*

If your agreement is for a non-fixed term you can end the agreement by telling the owner 2 days before you want to leave.

#### *Fixed term Agreements*

If an agreement for a fixed term is about to end, talk to the owner about whether you would like to leave or stay.

A fixed term agreement can end early if you and the owner agree to end it. You should talk to the owner about this. The owner does not have to agree.

If they don't agree and you move anyway they are entitled to ask you to pay rent until someone else rents your room.

#### *Breaking the Agreement*

You can also be asked to leave if you break your tenancy agreement by failing to comply with any provision of your agreement.

The owner must give you a notice telling you what you have done wrong if they want you to leave. For example, not paying your rent or playing loud music after 11 pm if the house rules say no loud music after 11 pm.

You have 14 days to leave. If you fix the problem you may be able to stay. If you don't agree with the notice contact the Residential Tenancy Commissioner

You can tell the owner you want to leave if they do something to break your agreement. For example, the owner not fixing a blocked toilet

or not providing an agreed service e.g. meals. You should tell them why you want to leave, and you must tell them at least 2 days before you want to leave.

### 3. Rent

Rent is paid in advance. You cannot be asked to pay more than 2 weeks rent in advance.

You should be given a receipt with your name and address on it if you pay in cash or by cheque. It should say when you paid, how much you paid, the days you paid for and the cost of meals and any services.

### 4. Security Deposits (Bond)

It is illegal for an owner to charge a security deposit.

### 5. Maintenance and Repairs

The owner is to keep things in working condition. If something happens, for example, the toilet blocks or the washing machine that tenants use breaks down, you should let the owner know straight away. The owner has to get it fixed within 7 days. If the owner doesn't fix things or keep things in good order contact the Residential Tenancy Commissioner.

### 6. What to do if you do not agree with the owner about something

If, for example, the owner says you didn't pay last week's rent and you think you did, or the owner makes a new house rule and you think it is unfair, talk to the owner and try to fix the problem. If you can't sort it out you can contact the Residential Tenancy Commissioner.