A guide for rooming house residents

A rooming house is a residential property where 2 or more rooms are available on a commercial basis for people to live.

A **designated rooming house** has 5 or more rooms available and must be registered with Consumer and Business Services.

You (the resident) might rent a room on your own or with a friend. The owner (proprietor) may also live in the property or just visit to provide meals, clean the common areas, or check residents are following house rules.

As a resident you must

- pay rent on time
- obey house rules
- not use your room or allow your room to be used for any illegal purposes.
- not keep any animals in your room or on the premises without the proprietors permission
- keep your room tidy enough so that there is no fire risk or health hazard
- tell the proprietor if anything in the rooming house gets damaged or needs repair
- give the proprietor reasonable access to your room.

Rooming house agreements and your rights

The owner may invite or require you to sign a written rooming house agreement, or a document recording its terms.

If so, you must be given a copy of your agreement when you sign it, or within14 days of returning it to the proprietor.

You can only be asked to pay **one week's rent in advance** at the start of the lease.

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A proprietor can't charge you for things that you were not told that you would be charged for, unless they put it in writing first. This includes facilities and services such as water, electricity, gas, telephone, meals or the internet.

Bond

If you are asked to pay a **bond**, it **must not be more than the** cost of 2 **weeks' rent.** You must be given a receipt for the bond payment within 48 hours.

You can lodge the bond yourself online with Consumer and Business Services (CBS) at www.sa.gov.au/residentialbonds or give it to the proprietor to lodge, which they must do within 2 weeks. Give the proprietor your email address if you want to check the status of lodgements, refunds and other bond activities online.

Make sure you keep your Australian bank account open if you want your bond refunded electronically. If you want it paid into an international account you may have to pay a fee.

Rent receipts and rent increases

If rent is paid directly to the proprietor, you must be given a receipt within 48 hours. You don't need a receipt if rent is paid directly into a proprietor's bank account, but if you ask a receipt must be provided within 7 days.

Rent can only be increased every 6 months unless you have agreed at the beginning of your tenancy for it to be increased more often.

House rules

House rules must be displayed where they can be easily seen.

You must be given a copy of the house rules if you ask (unless you have been given a copy in the previous 2 months).

The proprietor must give you at least 7 days' written notice of any changes to house rules.

If you think a rule is unreasonable you can apply to the South Australian Civil and Administrative Tribunal (SACAT) for a decision.

Security of rooms and property

A proprietor must provide and maintain locks and other devices to make your room reasonably secure. If there is a problem with a lock, tell the proprietor straight away so that the lock can be fixed.

A proprietor must provide a cupboard, or something to keep personal property secure within your room.

Cleaning and maintenance

The proprietor must ensure that all shared facilities are kept clean. You will be responsible for cleaning your own room.

Both individual and shared facilities should be well maintained and kept in a reasonable state of repair (considering their age and character). You must be given 14 days' notice of renovation work. If shared areas such as bathrooms or laundries need repair, a temporary substitute facility may be needed.

The proprietor must ensure that appliances, fittings and fixtures being installed or replaced meet minimum energy and water efficiency standards.

General

You are entitled to quiet enjoyment, peace and access to your room, facilities, toilet and bathroom. A proprietor can only access your room in a reasonable manner and only stay in the room as long as necessary to achieve the purpose of entry.

A proprietor must not keep your personal property as compensation for unpaid rent. However, if the rent has not been fully paid for 2 weeks, then the proprietor can give you 2 days' notice to pay your rent, or you may be asked to leave (evicted).

Proprietors will be able to claim compensation for any loss (including loss of rent) if you leave before the end of a fixed term agreement of at least 6 months. But they are not entitled to compensation for losses that could have been avoided. They must store any belongings you leave behind for 7 days, after you have left the premises.

Ending your agreement

A proprietor may terminate a periodic rooming house agreement by giving you at least 60 days' written notice and must give one of the following grounds.

At least 60 days' notice if:

- you threatened or intimidated (physically or psychologically) the proprietor, their agent or a contractor or employee of the proprietor or agent
- you permitted another person to stay at the rooming house without the consent of the proprietor
- you induced the proprietor to enter into a rooming house agreement by falsely representing or concealing information about your identity or place of occupation
- you are no longer eligible for the proprietor's charitable organisation requirements to reside at the rooming house
- you are no longer eligible for the National Rental Affordability Scheme (NRAS) for which the proprietor has an allocation for eligible tenants
- you are no longer a student of an educational institution subject to the rooming house agreement or an employee of the proprietor.

The proprietor can also give residents 60 days' notice if:

- the proprietor requires possession of the rooming house for demolition
- the proprietor requires possession of the rooming house or room for repairs or renovations, or the proprietor wishes for them or their family member to move into the room or rooming house

- the proprietor has entered into a contract for the sale of the rooming house and is required to give vacant possession of the rooming house
- the proprietor has entered into a sales agency agreement for the sale of the rooming house with a registered agent and requires possession of the rooming house.

Other grounds:

- The proprietor can give you a notice to leave straight away (or on a specified date) if you, or someone you have invited into your room, cause serious damage, creates danger to a person (or property) in the rooming house or seriously interrupts the privacy or quiet enjoyment of another resident.
- If you have a periodic agreement (no end date), you need to give the proprietor at least one days' notice.
- If you have a fixed term agreement (has an end date) of at least 6 months and you want to leave early, try to come to an arrangement with the proprietor. You may have to pay the proprietor's cost of finding a new resident and any lost rent.
- If you abandon your room, the rental agreement is terminated.
- If you don't pay rent for 2 weeks in a row the proprietor can give you 2 days to catch up with your rent. If you don't pay the amount owed by the end of the 2 days, you will have to leave.

Sale of rooming house

Proprietors must tell you if they intend to sell the premises, within 14 days of signing a contract with a real estate agent to sell the property.

If the property is sold, the proprietor must give you written notice of the name of the purchaser and the date from which rent is to be paid to them.

Further advice and information:

Visit Consumer and Business Services at 4 to 6 Chesser Street, Adelaide or sa.gov.au/renting or phone 131 882.

If you and the proprietor have a problem that you haven't been able to solve by getting advice from Consumer and Business Services, the problem may need to be worked out by SACAT at a hearing.

There is a cost to apply to SACAT. If you are a full-time student or have an approved government concession card, you may not be required to pay this fee. Residents may have representation when their case goes before SACAT.

Support services

RentRight SA Ph: 1800 060 462 (free call) www.syc.net.au/rentrightsa	Community Legal Centres SA Ph: 1300 860 529 Free online legal directory: www.clcsa.org.au

Legal Services Commission Ph: 1300 366 424 Free legal advice of a general nature www.lsc.sa.gov.au	

The information provided on this sheet is of a general nature only and should not be regarded as a substitute for legal advice and/or reference to the appropriate residential tenancy legislation.