

## **CONSUMER AFFAIRS ADVICE**

### **BEFORE YOU MOVE INTO A RENTED PROPERTY**

#### ***WHERE TO LOOK FOR A HOUSE***

Houses that are available for rent are advertised in:

- The 'to rent' sections of local newspapers;
- Real estate agents shop windows and their internet sites
- University and community notice boards.

Look for a house that is not too far away from your work or close to a bus stop, close to shops and the school (if you have children).

Even if you have a car, fuel and parking can cost you a lot of money.

#### ***WHAT WILL IT COST TO MOVE?***

Moving into a rented property can cost a lot of money.

Firstly, you will be asked to pay two weeks rent in advance and a bond (usually four weeks rent) as a security deposit to cover any damage, cleaning costs or unpaid rent when you leave the property.

You will also have to pay to connect the electricity and telephone.

The other big expense is for furniture, household and electrical goods.

#### ***LANDLORDS AND TENANTS***

Under the law, the person or organisation you rent your house from is called a landlord. This includes a private landlord, a landlord who deals through a real estate agent or Territory Housing.

The person renting the house is called the tenant.

#### ***THE RENTAL APPLICATION AND TENANCY AGREEMENT***

When you find a house you want to rent, you may be asked by the landlord/agent to fill in an application form.

The application form will ask questions about your address, work, previous renting situation and to supply the names of people that will give you a reference.

You cannot be forced to fill out this form but if you don't, they may not allow you to rent the property.

If you wish to rent the house, firstly you and the landlord/agent should agree on the rent you need to pay. Make sure that this amount is written in your tenancy agreement which has all the rules that you need to follow while you are in the house.

The tenancy agreement will usually be for a 'fixed term' which means either 3, 6 or 12 months.

After that time you may sign another tenancy agreement, or you may wish to move out, or the landlord may want you to move out. You or the landlord must give 2 weeks written notice before the end of the fixed term period to move out.

If you do not sign a new tenancy agreement, you are in what is called a 'periodic tenancy' and the landlord/agent can ask you to leave the property within 42 days or can increase the rent at any time if he gives you 14 days notice.

**Never sign anything you don't understand. Take a friend who knows about renting with you when you are signing a tenancy agreement, or take the paperwork away and ask for someone to explain what is in the agreement you are signing.**

**Once you have signed the tenancy agreement, this is a legal document, so make sure that you keep it in a safe place.**

### ***RENT***

Rent is the amount of money that you pay for the right to live in someone else's house.

When you move in, you will be asked to pay 2 weeks rent in advance and you must pay the rent every 2 weeks after that on the due date. You must not be late with the rent, so make sure that you can afford the amount of rent every fortnight, before you sign the lease agreement.

### ***THE BOND***

At the beginning of a tenancy you will also need to pay a security deposit (called a bond) which is 4 weeks rent. **Make sure you get a receipt saying that it is your bond money.**

The bond money is held for the time that you are renting the place.

### ***THE CONDITION REPORT***

Whenever you move into a rented house the landlord or agent should give you a completed, signed condition report within 3 days of moving in.

This report records the condition of the property when you moved in. When you move out, another report will record the condition of the property, any damage that you may have done, and any cleaning that is needed.

You should check each item on the condition report and if you agree with it, sign it and return it to the landlord or agent (keeping a copy for yourself) within 5 days of receiving it. If you do not, you are taken to have accepted it. If you do not agree with any item, you should make changes to the report, sign it, and return it to the landlord within the 5 days. If the landlord or agent does not agree with your changes, you may contact Consumer Affairs for help.

If you don't make changes to the condition report when you think it is wrong, then when you leave the house the landlord may blame you for the damage and you will have to pay to fix it.

If there is something broken and the landlord makes a promise to fix it, make sure that you write it in the report.

**Remember – don't sign this report if you do not understand it or you do not agree with what the landlord or agent has written.**

***This information is provided as a guide only, and tenants are urged to contact Consumer Affairs for further information on their rights and responsibilities under the Residential Tenancies Act.***

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### **Consumer Affairs,**

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<b>or phone 1800 019 319</b>	

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