

“Are there any housing models not currently regulated by the Act that should be covered by the Act, and what are the key considerations that need to be addressed?”

Share-housing in the private rental market - definition

Share-housing is a housing model in which two or more (usually 2-5) individual tenants live as co-tenants of one household. The tenancy can typically be of 1-3 years duration and can involve several changes of individuals over that period.

If a Bond is paid all tenants sign one RTBA Bond Lodgement and a property Condition Report. All tenants sign the Tenancy Agreement and are jointly responsible for both the rent and the Bond.

With the landlord’s consent the household may include one or more sub-tenants. As with other housing models sub-tenants pay rent to a head tenant who may also require a Bond, which they lodge with the RTBA, the head tenant thereby acts as the sub-tenant’s landlord.

Share-housing is a more fluid housing model than a single, couple, or family household. It is obviously not a rooming house in which each occupant’s tenancy is completely independent a fact that needs to be made clear to co-tenants inexperienced with share-housing.

Key considerations for share-housing the RT Act could cover are;

1. the landlord’s right to determine the maximum number of tenants the property can accommodate. This will depend on the size of the property, the number of habitable rooms and the facilities provided,
2. the requirement for the landlord’s written consent for tenants to occupy the premises,
3. RT Act to clarify the obligations and responsibilities of sub-tenants (all housing models),
4. RT Act to define when a “visitor” becomes an “occupant” (whether or not paying rent), an important issue in share-housing to avoid overcrowding, health & safety and property maintenance issues, and in compliance with points (1 & 2),
5. Tenancy Transfer;
 - (a) what period (min days) should the outgoing tenant provide the landlord/agent with notice of intention to vacate?
 - (b) the necessity for the landlord’s written consent for incoming tenant to move into the property (consent should not be unreasonably withheld),
 - (c) tenants to negotiate between themselves the apportionment of rent & service charges,
 - (d) (1) if the household has paid a Bond what is the incoming tenant’s responsibility for the existing Condition Report and how should this be documented?
(my suggestion) Incoming tenant’s signed agreement to accept the existing Condition Report as a clause included in the Tenancy Agreement.
RTBA Transfer removes liability of outgoing tenant for Condition Report,
 - (2) if the condition of the vacated room/s is not as stated on the Condition Report, because the outgoing tenant has caused damage and/or left the room/s unclean, the outgoing tenant must restore the room/s, or pay compensation to incoming tenant (if condition in dispute landlord/agent could do maintenance inspection).
 - (e) should an amended Tenancy Agreement be drawn-up to document the change of occupants? I have been told some agents amend the existing agreement by crossing-out outgoing tenant’s name & signature and adding incoming tenant’s name & signature (this could get very messy and is probably illegal),
 - (f) can tenants be charged an administration fee for preparation of a new Tenancy Agreement & related activity (some agents do) and if so, what fee would be appropriate? Currently no fee is allowable for preparation of RTBA Transfer.