



Residential Tenancies Fact Sheet 6

CO-TENANCIES

WHAT IS A CO-TENANCY?

A co-tenancy is created when tenants agree to enter a residential tenancy agreement together and all names appear on the tenancy agreement. Generally, the bond is paid equally by all co-tenants and lodged with the Tenancies Branch as one bond.

Problems may arise during a co-tenancy, such as one tenant not paying their share of the rent. The Residential Tenancies Act 1995 does not cover the rights of co-tenants and the Tenancies Branch is not authorised to provide advice to co-tenants when they are in dispute with each other.

Sharing residential premises with another person can either create a co-tenancy (where all occupants have equal status) or sub-tenancy (where there is a head tenant and sub-tenant).

SUB-LETTING

Sub-letting is where the existing tenant leases a room to another person using a fixed term lease or a periodic lease agreement. The tenant who has the existing agreement with the landlord becomes the "head tenant" and the person renting the room becomes the "sub-tenant". Head tenant/sub-tenant disputes can be heard and determined by the Residential Tenancies Tribunal or referred to the Tenancies Branch for advice and assistance. You may ring the Tenancies Branch on (08) 8204 9544 for assistance with sub-letting disputes.

LIABILITY

Tenants sharing rented premises as co-tenants are "jointly and severally" liable under a tenancy agreement. This means a landlord can pursue one or all of the co-tenants for items such as outstanding rent, cleaning, damages etc.

It is advisable that co-tenants develop adequate arrangements for the payment of the rent and household bills when they enter into a tenancy agreement. If one of the co-tenants fails to pay their share of the rent and the landlord does not receive all rent due, the landlord may serve notice on all tenants once rent remains unpaid for more than 14 days.

LEAVING A CO-TENANCY

If one of the co-tenants wishes to leave the premises before the expiry of a tenancy agreement, that tenant would continue to be held responsible should the landlord have any claims, ie outstanding rent, damage, cleaning etc. The landlord is not obliged to refund the bond if one co-tenant vacates the premises, as the bond is held for the entire term of the lease agreement. However, the remaining co-tenants can agree to pay the outgoing tenant their share of the security bond. If this occurs, a 'Change of Tenants Form' may be completed, removing the outgoing tenant's right to claim any portion of the bond once the tenancy agreement ends.

DISPUTE RESOLUTION

Unfortunately, the Tenancies Branch cannot assist in co-tenancy disputes. If you have a dispute with one of your co-tenants you may seek help from one of the following community mediation centres: for Information & Advice, Ph 8350 0376; Southern Metro & South East SA, Ph 8384 5222; Eastern Metro & Riverland SA, Ph 8202 5874; Northern Metro & Mid North SA, Ph 8369 1044; Western Metro & Iron Triangle SA, Ph 8243 5521.

If you have any questions or doubts about this fact sheet, contact the advice section of the Tenancies Branch at Level 1, 91-97 Grenfell Street, Adelaide. Ph: (08) 8204 9544; Fax (08) 8204 9570
