



A PROPRIETOR'S GUIDE TO THE RESIDENTIAL TENANCIES (ROOMING HOUSES) REGULATIONS 1999

DEFINITIONS

Rooming house

Residential premises in which rooms are available, on a commercial basis, for residential occupation; and accommodation is available for at least three persons on a commercial basis.

Rooming house agreement

An agreement under which accommodation is provided (with or without meals, or other facilities or services) in a rooming house.

Rooming house proprietor

A person who carries on a business involving the provision of accommodation under rooming house agreements.

Rooming house resident

A person who boards or lodges in a rooming house.

RESIDENTIAL TENANCIES (ROOMING HOUSES) REGULATIONS 1999

do not apply to:

- an agreement genuinely entered into for the purpose of conferring on a person a right to occupy premises for a **holiday**
- an agreement giving a right of occupancy in:
 - ♦ a hotel or motel
 - ♦ an educational institution
 - ♦ a college
 - ♦ a hospital or nursing home
 - ♦ club premises
 - ♦ a home for aged or disabled persons administered by an eligible organisation under the *Aged or Disabled Person Care Act 1954* of the Commonwealth
 - ♦ a retirement village within the meaning of the *Retirement Villages Act 1987*
 - ♦ a supported residential facility within the meaning of the *Supported Residential Facilities Act 1992*
 - ♦ prescribed premises, or premises of a prescribed class (*exemptions*)
- an agreement conferring a right to occupy premises for the purpose of residence but under which no rent is payable
- an agreement arising under a scheme in which a complex of adjacent premises is owned by a company and the premises are let by the company to persons who jointly have a controlling interest in the company.
- a prescribed agreement or an agreement of a prescribed class (*exemptions*).

ENTERING INTO A ROOMING HOUSE AGREEMENT

Written Agreements

If you ask the residents (*tenants*) to sign written rooming house agreements (*leases*) or documents recording the terms of your agreements with them, **you must give them copies of those documents** after you and the residents have signed them.

House Rules and Rooming House Regulations

- All house rules **must** be in **writing** and **must be displayed** in a place in the rooming house where all the residents can see them.
- You must only make house rules that agree with the code of conduct, are reasonable and help maintain the health and safety of persons in the premises and protect property.
- If you change the house rules, or create new house rules, you **must** notify the residents of your rooming house **in writing** of the new rules/changes. These new, or changed, house rules do not come into effect until at least **seven** days **after** you have given the written notice to the residents.
- If the residents ask you for a copy of the house rules, **you must give them their own copy**, unless you have already provided a copy to them some time in the last two months, in which case you would only be required to make a copy available for them to read.
- A copy of the Residential Tenancies (Rooming Houses) Regulations 1999 **must be displayed** in a place in the rooming house where all the residents can see them.

- You are **not** required to supply the residents with their own copy of the regulations, but if the residents wish to read them, you are required to make a copy of the regulations available for them to read.

Charges

- If you intend to charge your residents for rates and charges for water supply, the provision of electricity, gas or telephone services or for meals or other facilities or services you are going to provide to them, **you must inform the residents in writing** how the charges will be worked out **before** you make those facilities or services available. In other words, you **can not charge** your residents for things that you did not tell them they would be charged for **before** they used them.
- You **cannot** pass on to your residents the charges you are required to pay for council rates, sewerage rates or the emergency services levy.

Rent in Advance and Security Bond

- You can only ask your residents to pay **one** week's rent in advance.
- You must **not** ask your residents for more than one security bond for the same rooming house agreement.
- The amount of security bond that you can require your residents to pay must **not** be more than the amount they are required to pay for **two** weeks' rent.
- Under the Residential Tenancies (Rooming Houses) Regulations 1999 you are **not required** to lodge any security bonds paid to you for rooming house accommodation with the Tenancies Branch.
- At the end of each rooming house agreement you must repay the security bond that has been paid to you back to the resident or Housing SA, if the bond was supplied by them on the resident's behalf.
- Before you return the bond to the resident or Housing SA, you can deduct any moneys that the resident owes you for rent, meals, facilities or other services and then refund the remaining amount.
- If the resident has caused damage to the room that they were renting or damage to other property, you can also deduct the cost of repairing the room or property from the bond money, **but you must take into consideration the condition of the room or property when the resident moved in.**

In other words, it would be unreasonable for you to charge the resident the full cost of repainting a room if the room had not been painted for several years and was in poor condition when the resident moved in. It would also be unreasonable for you to charge the resident the full cost of replacing a well worn mattress with a new mattress.

Rent Receipts

- If a resident of your rooming house pays the rent to you in cash, you must give them a receipt **straight away**.
- If a resident pays the rent to you by cheque or money order, you must give them a receipt **within five days**.
- If a resident pays the rent into your account at a financial institution (*bank or building society*), and you keep a **proper record** of the payments, you are not required to give them a receipt.
- All rent receipts should have the following information on them:
 - ♦ the date on which the payment was received

- ♦ the name of the person making the payment
- ♦ the amount paid
- ♦ the address of the premises to which the payment relates
- ♦ the period of accommodation to which the payment relates

EXAMPLE

	Date of receipt 30.1.2000
Received from	Dennis White
the sum of	Two Hundred Dollars
rented premises	21 High Street, Semaphore
for rental for the period	31.1.2000 - 13.2.2000
	signed Bill Smith

Security of Rooms

- You must **provide** and **maintain** the locks and other devices necessary to ensure each resident of the rooming house can make his or her room reasonably secure.
- If one of your residents informs you that there is a problem with the lock on the door to their room, you must arrange for the lock to be repaired within a reasonable amount of time.

YOUR GENERAL OBLIGATIONS AS A ROOMING HOUSE PROPRIETOR

As a rooming house proprietor (*landlord*), you **must**:

- **not** unreasonably restrict or interfere with the quiet enjoyment of a room or facilities at the rooming house by the rooming house resident or the reasonable peace, comfort or privacy of the rooming house resident in their use of a room or facilities at the rooming house.
- **ensure** that the rooming house resident has reasonable access (at all times) to their room, and to the toilet and bathroom facilities.
- take reasonable steps to **ensure** the security of personal property of each resident of the rooming house.
- **ensure** that the rooming house resident's room and any facilities shared by the resident are maintained in a reasonable state of repair (**unless the rooming house is subject to a housing improvement notice**).

GENERAL OBLIGATIONS OF ROOMING HOUSE RESIDENTS

Residents of your rooming house **must**:

- pay the rent when it is due
- observe any applicable house rules
- not use the rooming house, or cause or permit the rooming house to be used, for an illegal activity
- not keep an animal on the rooming house premises without your consent
- keep their room in a condition that does not cause a fire or health hazard
- notify you of damage to the rooming house or to property provided by you for use by residents
- allow you to have reasonable access to their room.

RENT INCREASES

- If you have entered into a fixed term agreement, you **cannot** increase the rent, unless you and the resident agreed at the beginning of the tenancy that a rent increase would happen during the term of the agreement.
- Rent can only be increased every six months (unless it is written into your agreement that the rent will change at intervals other than six monthly).
- Notice that you intend to increase the rent must be given to the resident **in writing** and it must be given to the resident at least **four weeks** before the increase in rent comes into effect.
- If the rent at your property has been fixed by a housing improvement notice, you can not increase it until the housing improvement notice has been cancelled. Once the housing improvement notice has been cancelled, you can give the resident(s) **fourteen days** written notice that the rent will be increased. However, you must give the rent increase notice to the resident(s) within **four weeks** of the housing improvement notice being cancelled. If you wait for longer than four weeks after the cancellation of the housing improvement notice to give notice of a rent increase, you will need to give the resident four weeks' written notice of any rent increase.

RENT REDUCTION

- You and your resident(s) can agree to **decrease** the rent payable at any time.
- You and your resident(s) can agree to **decrease** the rent payable on a **temporary** basis. If you agree to reduce the rent temporarily, you need to be sure that the date when the rent payable will go back to its usual amount is clearly identified.

TERMINATION OF A ROOMING HOUSE AGREEMENT

- If a resident abandons their room, their rooming house agreement with you is terminated.
- If a resident falls behind in their rent by a period of at least two weeks, you can give them **written** notice that if they do not pay the amount of rent that is owing to you within two clear days of receiving the notice, their rental agreement with you will be terminated and they will have to move out.

For example, if the resident is two weeks behind in their rent and you give them a notice on a Thursday, they would have until midnight on Saturday to pay you the arrears or move out.

- If a resident, or someone that they have invited into the rooming house, causes serious damage to the rooming house, creates a danger to a person or property in the rooming house, or seriously interrupts the privacy, peace, comfort or quiet enjoyment of another resident, you can give the resident a **written** notice that their rooming house agreement with you is terminated immediately and that they must vacate the premises immediately.
- If a resident breaches the rooming house agreement in a manner other than rent arrears, causing serious damage, or any of the other breaches mentioned in the previous paragraph, you can give them **written** notice that their rooming house agreement with you will be terminated **seven days** after they receive the notice

from you and that they will have to move out either before or at the end of the seven days.

- If you have a periodic rooming house agreement ('periodic' means that there was no date set at the **beginning** of the tenancy for when the rooming house agreement would end) and the resident **hasn't** breached the agreement, but you would like them to move out anyway, you can give them four weeks' **written** notice that you wish to terminate the agreement.
- If a resident who has a **periodic** rooming house agreement with you wants to give you notice that they intend to leave, they must give you **one** day's notice. This one day's notice **does not** apply to residents who have fixed term agreements with you. Residents who have a fixed term agreement can not end their agreement with you before the date that has been specified for the fixed term agreement to end, unless you agree that it is alright for them to do so.

If a resident refuses to move out after they have been given a written termination notice and the termination date has passed, or if a resident refuses to move out at the end of their fixed term agreement and you don't intend to renew the rooming house agreement with them, you can apply to the Residential Tenancies Tribunal for an order for possession of the room.

To apply to the Residential Tenancies Tribunal for an order for possession, you will need to complete a written application to the Residential Tenancies Tribunal. An application form can be obtained by contacting the Tenancies Branch at the address or phone number listed below.

If you have any queries about lodging an application for possession with the Tribunal, please contact the Tenancies Branch on 8204 9544.

WHAT TO DO WITH ABANDONED GOODS

- If a resident moves out of the rooming house and leaves goods behind (other than perishable foodstuffs) you **must** look after those goods for **fourteen days** before you can dispose of them.
- If a resident moves out of the rooming house and leaves perishable foodstuffs behind, you are not obliged to keep them for any particular period of time before disposing of them.

**If you have any questions about the
RESIDENTIAL TENANCIES (ROOMING HOUSES) REGULATIONS 1999,
contact the Tenancies Branch
on (08) 8204 9544
or visit us at Level 1, 91 - 97 Grenfell Street, ADELAIDE 5000.**