

BOARDING HOUSE RESIDENTS HAVE RIGHTS!

“I do want to find my own place but I can't afford it – unless I live in my own cardboard box somewhere!”

“The roof is leaking in a number of places and water flows under residents' doors. It's not right!”

“There are ten rooms and I know all of the residents.

There's a sense of community in the house.”

GET FREE ADVICE

Live in a boarding house?
Got questions? Need to talk?

CALL 1800 767 126

(Free from mobiles and landlines)

www.tenants.org.au

“The landlord tried to forcibly evict me with no notice. Luckily a crowd gathered and stopped him. I ended up going to the Tribunal about it.”

“It's a safe house in a good street.”



WHAT IS A BOARDING HOUSE?

A boarding house provides boarders and lodgers with a principal place of residence. It is not for overnight stays. It can be a house, a flat or a complex. A boarding house has **beds for 5 or more residents**. This does not include the owner, manager or any of their relatives who might also live there or anyone staying rent free.

BOARDER, LODGER OR TENANT?

This brochure explains the rights of a boarder or lodger in a boarding house. Some people living in boarding houses may be tenants - they are covered by different rules.

WHAT DOES THE MANAGER HAVE TO TELL YOU WHEN YOU MOVE IN?

The manager should tell you **why and how your agreement may be ended**. This should include how much notice you have to give if you want to leave, usually based on how often you pay (e.g. weekly or fortnightly). They should also say how much notice they must give you.

WHAT IS AN OCCUPANCY AGREEMENT?

An occupancy agreement is **the agreement between you and the manager**. It includes things like what money you will pay, how often, and which room you will be in. Check it carefully and keep it in a safe place.

WHAT WILL YOU HAVE TO PAY?

You will have to pay an **occupancy fee** (rent) at the times it says in the agreement (e.g. weekly). You may have to pay a **security deposit** (no more than 2 weeks rent). There may be extra charges for utilities (e.g. electricity) but the manager should tell you how the charges will be worked out.

RESIDENTS HAVE RIGHTS!

✓ You should get **reasonable notice** for inspections. You're entitled to **reasonable privacy and security**. For example, it is unreasonable if the landlord enters your room without any notice in the middle of the night.

✓ Your room and the common areas should be **clean and in reasonable repair**. Some local councils have rules about boarding houses and they may be able to help you if the owner will not do necessary repairs.

✓ You are entitled to **receipts** and a **written agreement**. If the landlord will not give you receipts, keep a record of your payments, for example in a diary.

✓ You can apply to the **NSW Civil and Administrative Tribunal** to resolve disputes. The *Boarding Houses Act 2012* gives the Tribunal power to deal with some disputes and you, or the owner, can apply to them.

✗ The **deposit** cannot be more than **2 weeks rent**. You should receive your deposit back **within 14 days** of the end of the agreement.

✗ You can't be required to leave (evicted) without **reasonable notice, in writing**. The manager should also tell you the reason for eviction. It could be for a simple reason like the owner wants to sell the building.

✗ The manager **cannot fine you** for breaking rules or the occupancy agreement. The manager should explain the rules and the details in the agreement before you move in. The rules might refer to things like visitors, music and common areas.

✗ The rent cannot be increased without **4 weeks notice, in writing**. It does not matter how often you pay rent, 4 weeks notice still applies.

GOT QUESTIONS? NEED TO TALK?

Get free advice from your local **Tenants' Advice and Advocacy Service**. We are on your side.

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Or check out www.tenants.org.au

