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This guide covers landlords (or head tenants) and tenants (or sub-tenants) in residential rentals. This applies to most situations with rental housing and residential real estate. To confirm this covers your situation visit [What is my share of housing situation?](#) The standard form of Victorian rental agreement can be downloaded and used for free from Consumer Affairs Victoria. In Victoria, a housing lease agreement is used for agreements between: landlord and tenant, landlord and co-tenant, as well as principal tenants and sub-tenants. Note: Although the form has labels for the landlord and tenant, it is simply a handy label - in sub-tenant situations, the head-tenant should be listed as a landlord and sub-tenant as a tenant. What is the purpose of the Lease Agreement? First, it allows the landlord and tenant to list the details of the lease, such as the names of the parties, the duration of the contract, the amount of rent, and how any payments should be made. Secondly, the agreement includes the terms of the lease. This includes: rent, maintenance, and the rights and responsibilities of tenants and landlords. Do I need to have a written agreement? In Victoria, a tenancy agreement may be written or oral. If the agreement is in writing the Standard Form agreement provided by the Victorian government must be used. Whether the agreement is written or oral, the same standard conditions apply. Landlords are required to provide each tenant with a copy of the written lease. The Victorian government has set up a Standard Form Lease Agreement [target_blank](#) which should be used for all residential leases, as well as providing space for parties to fill out relevant parts, the standard agreement also conveniently lists certain conditions that should apply to the law. You should take the time to read the terms and conditions and this guide before you sign the agreement. Is there a minimum or maximum duration of the agreement? There is no minimum duration of the agreement. If, however, the agreement is for a fixed period of 60 days or less, and just before the tenant has moved to the landlord used the premises as the main residence, and intends to resume residence in the premises after the end of the contract, the contract may not be a residential lease. This rule applies only if the agreement states that the landlord lived there prior to the agreement and intends to resume residence there after the agreement. Rental rules do not apply when the agreement for a fixed term of more than 5 years and there is no term in the agreement that allows the tenant or landlord to complete or continue the agreement. Important Is Important Remember in the co-residence lease If the tenant rents a room in a shared house, it is important that the agreement details which parts of the premises the tenant has exclusive possession of and which parts the tenant shared the use. The general situation for the tenant is to have exclusive ownership of his own bedroom and share the kitchen, bathroom and laundry. Describing in the agreement what parts of the property the tenant makes and does not have exclusive ownership, the rights and responsibilities of all parties are guaranteed. Can I change the Standard Form Agreement? The tenant and the landlord can agree on additional terms to apply to the agreement in addition to the legal rules. Any additional conditions may not contradict or change the standard terms and may not attempt to exclude any of the standard conditions from the application to the agreement. Some types of additional conditions are not permitted under Victorian law. These include: Requirement that a person pay costs or fees from the preparation of a written agreement Terms are considered as hard or unscrupulous (the parties must refer to VCAT) Any term that attempts to change or exclude the application of legal rules to the agreement when paying a deposit, bond or lease in cash, make sure you receive a receipt. With modern phones it can be as simple as SMS or email confirming the amount, date and what it is. Keep a copy of this incase you need it later. Never transfer money to a bank account outside Australia or use an untraceable money transfer system such as WESTERN UNION. If someone asks you to do this on any site, it will probably be a scam and you are almost guaranteed to lose your money. If this ever happens [Flatmates.com.au](#) report it immediately to the party so we can investigate and take appropriate action. You may also be interested in VIC Bonds Vic Rental Payments VIC Holding Deposits These legal guides provide a brief summary and the introduction of laws and regulations affecting the placement of shares. They do not cover all cases in all legal jurisdictions and cannot be applied in your particular stock placement situation. It is important that you use this information as a guide only and seek independent legal advice or consult with relevant relevant acts. We do not accept any responsibility that may arise from the use of this information. Details Category: State by State As to what you need to do as a landlord and how to protect yourself: Before approving the Tenant make sure you have a check made on the tenant (which you arrange through us) Make sure you call/check all tenants links (they will be asked to provide current employer, current landlord, and personal links to our rental application) Make sure you are physically sighted identification evidence, proof of income, proof of evidence History (such as a lease, written link, or tenant book) Once you want to approve a tenant while renting Others we strongly recommend completing the National Rental Database/TICA blacklist of checks before approving any tenant (you can arrange this through PropertyNow). In addition to checking rental blacklists, you should also consider checking the ACCR Criminal Court's attendance database here: [and can order a full police background check through PropertyNow](#), if you want the most important thing, consider taking out landlord insurance - it covers you for theft, malicious damage, or loss of rent if the tenant stops paying - there are many different vendors so make sure you shop around. We also strongly recommend reading rental pages and newsletters on the Consumer Affairs Victoria website: feel free to contact us if you have any other issues at all. The consultation is general in nature, consult with a practicing lawyer for your specific circumstances. Any lease can be terminated by mutual agreement between the landlord and the tenant. We strongly recommend that you receive the agreement in writing and that it states that you will not be liable for any additional costs or compensation for breach of the lease. You and the landlord or agent must sign the agreement. Make sure you keep a copy. If the landlord violates any of his duties under the Housing Rental Act 1997 you may be able to finish the lease ahead of schedule. This applies, if the landlord: not convinced that the property was clean and vacant enough, when you have to move indoesn't make sure that you have the quiet enjoyment of propertydoesn't keep the property in good repairdoesn't provide locks that provide external doors and windows, or does not give you a clue when they change lockdoesn't replace a faulty water appliance with an A-rated appliance end of the lease until the end of the fixed term for any of the above-mentioned breaches of the landlord's duties, there are certain steps that you must take. The first step is to send the landlord a breach notice to let them know that they must resolve the issue (and, if necessary, pay you compensation) within 14 days. If the landlord does not do so, you can apply to the Victorian Civil and Administrative Tribunal to comply with the Order.If the landlord does not comply with the order you can send them a 14-day notice of intent vacate.You can also send the landlord a 14-day notice of intent vacate if you have sent them a breach notice twice before for the same violation, and the landlord violates this duty a third time. Instead of breaking the lease, it may be easier to hand or assign your lease to another tenant. However, this is not always the easiest option as you will need to get the landlord's consent, renew the lease and arrange the transfer of the bond, so you cannot be held responsible for the other tenant. In addition, the landlord may charge a reasonable cost of preparing a concession in writing, but they cannot charge for the creation of a new lease agreement with new tenants. If something unforeseen happens and it will cause you serious difficulties to stay in the property until the end of the fixed term, you can apply to the Victorian Civil and Administrative Tribunal to reduce the period of your fixed term and allow you to complete the lease. You should ask the Tribunal to consider your case as soon as possible. You must continue to pay the rent as usual until the hearing takes place. If you plan to apply for difficulties, you should do so before you move out. To qualify for the difficulties, you will have to prove to the Tribunal that: there have been unforeseen changes in your circumstances (e.g. you have lost your job) and you will suffer serious difficulties if the lease continues; and the difficulties that you will suffer if the lease is not over will be greater than the difficulties of the landlord, if the lease is over You may still have to compensate the landlord if you break the rent due to difficulties (see Costs). Hardship and domestic violenceIf you are a protected person on a domestic violence intervention order and you have to move out of the property to protect yourself or your children, you can apply to the Tribunal to shorten your fixed term and allow you to end your tenancy on difficult grounds. If you are excluded from the rental property due to a domestic violence order, you can also apply to the Tribunal to shorten your fixed term and allow you to terminate your lease early on difficult grounds. If none of the above ways of infringing the lease are an option for you, you can finish your fixed-term lease early by giving up ownership of the property. This is usually done by giving the landlord a notice that you will vacate the property (such as a notice of intent vacate) and handing back the keys when you go out. Breaking a lease on the basis of difficulty or abandonment of ownership can be costly. The landlord may claim compensation for any reasonable expenses they must pay as a result of the lease infringement. The costs you could be responsible for include: re-entry fees (usually one or two weeks of rent). This should be based on the fee that the agent charged the landlord, so it's a good idea to ask for a copy Advertising costs until new tenants move in or before the end of the fixed term (whatever happens in the first place) What the landlord or agent can't tell you is that you only have to pay a re-rent fee and pro-rat-based advertising costs. This means that only must cover these fees for the remainder of the lease period, for which the landlord has not received the rent. For example, if you leave 7 months in a 12-month lease, there is only about 40% of the fixed term remaining so you only have to pay 40% of the rent and 40% of the advertising costs. Cost managementIf you want to break the lease agreement, you should give as much notice as possible in writing (save a copy of your letter). It is a good idea to find out the exact date you will be leaving and that you want the landlord or agent to find a new tenant. The landlord is expected to take all reasonable steps to find a new tenant as quickly as possible. The more you can do to help find a new tenant (such as having a property to check, or advertising the property yourself), the less you will probably have to pay. You must only pay rent until the day you release. Once the new tenants move, you can pay the landlord compensation for any lost rent. You need to make sure that the landlord or agent are taking steps to return the property after you give notice, and check the date that new tenants move in. You can argue that you don't have to pay them the full amount of compensation. Check the Real Estate section to allow in major newspapers and rental listings available from the agent. If you have internet access, you can also check the agent's website. If the property is not advertised or advertised at a higher rent, keep this as proof that the landlord has not tried to keep their losses to a minimum. If you believe that the costs that the landlord claims are unreasonable, do not agree to pay. The landlord will have to file a claim against your bond or apply to the Victorian Civil and Administrative Tribunal for compensation. The landlord must give you notice of your claim and you will be able to submit your side of the story to the Tribunal. 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