

What do I need to know before moving out?

There are a few things that you must take care of before moving out, although your legal responsibilities can vary slightly depending on the type of accommodation you are in.

giving notice

Ending a tenancy is not quite as simple as setting a date and moving out. To avoid being charged rent after you have moved, you will need to give notice that you intend to vacate the property. The number of days that you need to allow for this depends on your accommodation type and the type of tenancy agreement you have. You must return the keys on the day that you move out. You can be charged one day's rent for each day that you still have the keys.

student hostels and rooming houses

If you are living in a student hostel or rooming house and you have not signed a fixed-term tenancy agreement (lease), you only need to give two days' notice. The notice can be verbal, or in writing if the rooming house or hostel owner insists.

private residential tenants

If you are a residential tenant, you need to give 28 days' notice in writing if:

- > you live in private rental (this includes share houses)
- > you are living in a rooming house or hostel and have signed a fixed-term tenancy agreement

At the end of a fixed-term agreement, your lease automatically becomes a periodic lease (month to month), unless you sign a new lease for another fixed term. You do not have to move out at the end of a fixed-term lease unless you want to, or you receive a Notice to Vacate.

If you want to move out, you will need to give 28 days' written notice. You can use a Notice of Intention to Vacate form (available from the Tenants Union or your student housing service) or send the landlord or real estate agent a written letter of your intention to vacate, stating the date that you will vacate the property. If you want to move out before

the end of your fixed term lease, you should ask your student housing service or the Tenants Union for advice—if the landlord does not agree to end the tenancy early you may have to pay lease break costs and this can be expensive. For more information see our fact sheets:

- > **When you want to leave**
- > **Breaking a lease**
- > **Notices to Vacate**

share houses

Share houses tend to be a constantly changing environment and it can get complicated when someone wants to leave. However if you take some basic precautions before you move out, you should be able to avoid the common problems.

If your housemates are staying in the property that you are leaving, you must make sure that your name is taken off the lease. You need the landlord's permission to do this. If your name is not taken off the lease you could be held responsible for any unpaid rent or damage to the property that occurs after you leave.

If a new person is moving in to replace you, then your landlord should agree to remove your name from the lease and replace it with the new person's name (known as a 'transfer'). If your landlord refuses to make the transfer without having reasonable grounds, you may be able to apply to The Victorian Civil and Administrative Tribunal for permission to transfer without the landlord's consent.

If you are moving out but no one is moving in to replace you, to remove your name from the lease you will need the written consent of your landlord as well as the remaining tenants. However, the landlord does not have to give their consent, which means that your name will stay on the lease until the tenancy is ended, or until a new person moves in to replace you (see above).

Make sure your name is taken off any household accounts such as gas, electricity, telephone, internet and pay TV services.

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If your name is on any rental contracts for household goods such as the fridge, washing machine or television, you will need to make arrangements with the rental agency and your housemates for these items.

If your bond money is paid back to you either by the remaining tenants or a tenant who is replacing you, you must notify the Residential Tenancies Bond Authority (RTBA). To do this, you, the new tenant/s and the landlord (or agent) will need to complete a Bond Transfer form (available from the Tenants Union or your student housing service) and mail this to the RTBA.

co-tenancy disputes

The *Residential Tenancies Act 1997* protects the rights of tenants and landlords in Victoria and governs disputes between tenants and their landlord and/or real estate agent. However the Act does not cover disputes between co-tenants (ie housemates), which means the Victorian Civil and Administrative Tribunal (VCAT) cannot assist in co-tenant disputes. The Tenants Union is also unable to help with co-tenancy disputes as we don't take sides between tenants.

If a problem arises between you and your housemate/s, contact your student housing service. If they cannot help they will refer you to another service such as the Dispute Settlement Centre of Victoria or your local Community Legal Centre. See also our **Shared households** fact sheet.

getting your bond back

If you filled in a Condition Report at the start of your tenancy, you should complete the section about the condition of the property on your copy of the report when you are moving out and ask the landlord or estate agent to sign this. Keep your copy in a safe place—this is your evidence that you left the property in a clean condition. It's also a good idea to take photographs of the clean, empty rooms before you return the key.

The landlord or real estate agent will also make a 'final inspection' of the property and give you a Bond Claim form. They can make a claim against your bond if they think that you have damaged the property, not left it in a reasonably clean condition or still owe rent. If you agree with their claim and are satisfied with the details on the form, sign it and return it to your landlord or real estate agent, who will send it to the RTBA. The RTBA will pay you and your landlord the amounts agreed to on the form.

case study During the last week in her rented flat, Terri received a Bond Claim form from her real estate agent. She phoned the agent to check what she needed to do and was told that she just needed to sign the form and send it back to the agent, and they would take care of the rest. Two weeks later Terri checked her bank account and found that her bond money had been returned, but it was \$350 less than she had paid at the start of her tenancy. When she queried this with the agent, they told her the \$350 had been claimed to cover cleaning costs and for repainting the kitchen walls, even though Terri had cleaned the kitchen thoroughly. Terri could take the matter further by applying to the Victorian Civil and Administrative Tribunal (VCAT) to claim compensation. She would have to provide evidence to demonstrate that the agent had misled her and that the condition of the kitchen was due to 'fair wear and tear'. If Terri has photographs or other evidence to support her claim, she may be able to prove that \$350 for cleaning and repainting is unjustified.

Do not sign a Bond Claim form if you do not agree with your landlord or agent's claim, and *never* sign a blank form or leave any of the \$ amount sections blank.

The landlord must apply to VCAT within 10 business days to keep some or all of your bond money. If your landlord has not returned your bond, or has not made an application to VCAT within 10 business days, you can apply to the Tribunal for the return of your bond. There is no fee for applying for return of your bond. For more information see our **Ending a Tenancy** and **Bonds** fact sheets.

references

At the end of your tenancy it is a good idea to ask your landlord or real estate agent for a written reference. Ask them to state that you paid your rent on time and that you kept your rental property clean and in good repair. This will be useful when it comes to applying for your next rental property.

For more information phone the Tenants Union Advice Line on ☎ (03) 9416 2577.