

Shared Room Rights

Whether you rent a room of your own in a rooming house or rent a shared room, as a rooming house resident you have legal rights under the *Residential Tenancies Act 1997*. This fact sheet briefly explains your rights.

Room rights

When you move into a rooming house, the rooming house owner (or their agent or manager) must give you a form called a *Notice to Proposed Rooming House Resident*. This form tells you whether you have an 'exclusive occupancy right' or a 'shared room right'.

If you're not sure about your situation, phone the Tenants Union Advice Service on ☎ (03) 9416 2577.

Exclusive occupancy rights

When you rent your own room in a rooming house, you have an 'exclusive occupancy right'. This applies whether you are the only person renting the room (a sole occupant), or you choose to share the room with another person such as your partner.

When you have an exclusive occupancy right, the rooming house owner can't just put in another person to share the room with you unless you agree to it beforehand. They must first increase the 'room capacity' of the room by following the proper process (see 'Room capacity' on the right).

Shared room rights

When you share a room with one or more other residents chosen by the rooming house owner, you have a 'shared room right'.

If you share a room, the rent should be less than it would be if you had the room to yourself.

The rooming house owner can increase the room capacity of a shared room, but they must follow the proper process (see 'Room capacity').

Room capacity

'Room capacity' means the maximum number of residents allowed to share a room. This number can't be more than the legal capacity set out in the *Health (Prescribed Accommodation) Regulations 2001*.

A rooming house owner can request an increase in room capacity. This applies to both shared rooms and unshared rooms. To request an increase, the rooming house owner must get written consent (agreement) from all residents already occupying the room.

Consent to increase room capacity

To get consent to increase the room capacity, the rooming house owner must give each resident of the room a *Consent to Increase in Room Capacity* form. The form must state the total number of people that the owner wants to put in the room, and if consent is given, what the new reduced rent will be.

➡ You don't have to give your consent to an increase in room capacity. If the rooming house owner tries to pressure you into giving your consent, contact the Tenants Union Advice Service.

If you do give your consent, remember that the owner decides who will share your room and they don't have to tell you before they put another person in the room.

If you don't agree to the increase, don't sign the consent form. The owner can't increase the room capacity and the form expires in 14 days from when it is dated.

Changing your mind

If you change your mind, you have 3 days after signing the consent form to withdraw your consent. To do this, sign and date the first page of the form and give it back to the rooming house owner.

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If the rooming house owner doesn't seek consent

The rooming house owner is breaking the law if they increase the room capacity without the consent of all residents currently renting the room.

If the rooming house owner doesn't follow the proper process and moves an extra person into your room, you will not have to pay rent for the room from the day the extra resident (or residents) are put into the room until either:

- a) the number of people in the room is reduced to the legal capacity, or
- b) 7 full days after the owner gets the proper consent.

➡ Before you decide not to pay your rent, check with the Tenants Union Advice Service to make sure this rule applies to your situation.

Rent reduction

If you agree to the increased room capacity, your rent must be reduced. This comes into effect 7 full days from the date that you sign the *Consent to Increase in Room Capacity* form.

If the room is already being shared, the rent reduction comes into effect 7 full days from when the last person signed the consent form.

When the room capacity is increased, the rent must be reduced (as described above) whether or not the owner puts another person in the room.

➡ If you think the rent hasn't been reduced enough, you can write to Consumer Affairs Victoria to investigate but you must do so within 30 days of the date on the consent form. The Tenants Union Advice Service can help you with this.

Shared rooms and general rights

Electricity, gas and water bills

If you have shared room rights, you don't have to pay for electricity, gas or water, even if there is a separate meter to measure usage of these for your room.

Peace and quiet

All residents in a rooming house have the same duty to respect each other's right to peace and quiet. This applies to residents in your room, residents in other rooms and also to the shared areas of the rooming house.

The rooming house owner must also respect the right of all residents to live in peace and quiet. If the owner is disturbing your peace and quiet, phone the Tenants Union Advice Service.

Entry to your room by the owner

The rooming house owner must also respect your right to privacy. However, they do have the right to enter a shared room if:

- > every resident of the room agrees at the time that the owner wants to enter
- > there is an emergency and they need to save someone's life or valuable property
- > they need to provide a service you have paid for (eg deliver clean sheets) and they are entering during the hours stated in the house rules
- > they have given a reason in keeping with the *Residential Tenancies Act 1997* and have given 24 hours' written notice to all occupants of the shared room

➡ If you think the rooming house owner is entering your room when they have no right to do so, phone the Tenants Union Advice Service.

For more information, advice or support phone the Tenants Union Advice Service on ☎ (03) 9416 2577.