



Renters Rights Rundown

Family Violence under the RTA amendments

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→ Acknowledgement of Country and Traditional Owners and Custodians



In the spirit of reconciliation Tenants Victoria and those gathered acknowledge the Traditional Custodians of country throughout Australia and their connections to land, sea and community

We pay our respect to their Elders past, present and emerging, and extend that respect to all Aboriginal and Torres Strait Islander peoples

→ Disclaimer

These slides are designed for the purpose of community legal education, and are not a substitute for legal advice

If you need assistance or advice on a specific area, you can seek advice from Tenants Victoria on **(03) 9411 1444** or via email through Tenants Victoria's email portal on our website, **tenantsvic.org.au**

→ Family Violence and Tenancy Overview



The potential consequences of Family Violence within tenancies



→ Debt

→ Residential Tenancy Database listing

→ Homelessness

Our role:

To assist renters to make informed decisions about their tenancy where it has been affected by Family Violence

Terminology



Affected person: the person who has been affected by family violence or personal violence

→ Practical knowledge of
tenancy options when there is
Family Violence

Keeping safe in the property



Locks

- Window and door lock requirements (**s70** and **s65A** rental minimum standards)
- Ability to change locks (consent required for some locks) (**s70, 70A, 70B**)
 - Affected person does not need to be on the rental agreement if they have an IVO (**s70A**)
 - Can apply to VCAT if the rental provider unreasonably refuses consent (**s71**)
 - Rental provider & agent duties: who they can give keys to and privacy of IVO & safety notice (**70A, 70B**)

Modifications

- Safety-related modifications that can be made without consent (**s64(1)** and **r26**)
- Modifications that the rental provider cannot unreasonably refuse:
 - Reasonable security measures (**s64(1B)(e)**)
 - Necessary to ensure safety of affected person (affected person & perpetrator must be on the rental agreement) (**s64(1B)(f)**)
- Can apply to VCAT if the rental provider unreasonably refuses consent (**s64(5)**)

Creation and Termination under section 91V



- Perpetrator must be on the rental agreement (**s91V(2)**)
- IVO not required if there is Family Violence but required for Personal Violence (**s91V**)
- Affected person can apply if they live at the property even if they are not on the rental agreement (**s91V (2)(b)**)
- Option to:
 - End the tenancy, if they want to **leave** OR
 - End the tenancy and start a new tenancy in their name without the perpetrator, if they want to **stay**
- VCAT considerations (**s91W, r36**)
- Should deal with any unpaid rent or bills, damage, the bond etc. in the same hearing (**s91X**)
- Should also ask for an order about database listings (**s91W(7)**)
- Cannot be pursued for compensation for ending the rental agreement early (**s91X(2)**)
- Other relevant sections – **s86, 91Y RTA, s63A VCAT Act**

Reduced notice of intention to vacate for temporary accommodation s91ZB



- Reduced 14-day notice of intention to vacate if affected person needs to access crisis accommodation (**s91ZB(1)(d)**)
- Evidence required (**s91ZB(4)**)
- Cannot be charged lease breaking fees (**s91ZB(5)**)
- New definition of temporary crisis accommodation (**s3,s22**):

Accommodation (house or room) which is provided for not more than **6 months** (previously 14 days) AND is for persons who:

- Are experience homelessness or at risk of experiencing homelessness or **subject to family violence or risk of family violence** AND
- Is provided by a person or entity that received funding *on the direction* of the Minister of Housing for the purpose of provide such accommodation.

Terminate under section 91U (to leave)



- Reduction or termination of fixed-term rental agreement on severe hardship grounds
- Alternative to **s91V** if the perpetrator is not on the rental agreement
- Affected person's hardship must be greater than the rental provider's hardship (**s91V(2)**)
- IVO not required
- Potential lease breaking costs
- No option to enter into a new rental agreement without the perpetrator
- Cannot determine parties liabilities in the same hearing like **s91V/s91X** BUT should make an application to protect the affected person's bond under:
 - **s420A** (perpetrator on the rental agreement, IVO not required) or
 - **s420B** (perpetrator not on the rental agreement and IVO required)



For more information see
our webpage [Family
Violence and your
tenancy](#)

An updated version of the
*Family Violence Protection
- Tenancy Kit* with the
RTAA amendments will
be available on our
website in the coming
weeks

Thank you

Community worker line

(03) 9411 1444

Monday to Friday 9:00 am – 4.00 pm

Closed on weekends and public holidays

Free advice or support for workers at not-for-profit organisations assisting people who rent in Victoria.

Email: admin@tenantsvic.org.au with the subject line “Organisation enquiry”

Renter advice line

(03) 9416 2577

Monday to Friday 10.00 am – 2.00 pm

Closed on weekends and public holidays

The approximate waiting time is over 30 minutes.

Calls are answered by lawyers, advocates and intake workers with specialist knowledge of Victorian rental laws.

Social housing renters

1800 068 860

Monday to Friday 9.00 am – 4.00 pm

Closed on weekends and public holidays

For renters in public housing and community housing.

Calls are answered by lawyers with specialist knowledge of Victorian rental laws.



Specialist community legal centre on tenancy matters

55 Johnston Street, Fitzroy Victoria 3065

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