

Renters' rights rundown

For the Victorian Council of Social Service



Presented by: Ben Cording, Lead Community Education Lawyer



Acknowledgement of Country

Our offices are on Wurundjeri Woi Wurrung Country. We respect the Wurundjeri people's ongoing connection to Country, culture, and community.

We also acknowledge the connection of all First Nations peoples on whose Country Victoria is today situated. We recognise that sovereignty was never ceded and pay our respects to Elders past and present.



Disclaimer

These slides are designed for the purpose of information, and are not a substitute for legal advice.

If you need assistance or advice in a specific area:

- Call Tenants Victoria on [\(03\) 9411 1444](tel:(03)94111444) or
- If you want advice for a renter book a 30-minute phone appointment, use our
- If you want to refer a client to our service, use our [Community worker referral form](#)



About Tenants Victoria



- Peak body for the state's almost 2 million renters
- Formed in 1974 when renters living in an apartment block in Parkville came together to challenge their landlord about repairs and rising rents
- Tenants Victoria works to empower renters by offering legal help, renter rights education and training

What is in this presentation



→ Practical tips for renters

→ Rental Dispute Resolution Victoria (RDRV)

→ New rental laws

→ Rent increases

What is in this presentation



→ Minimum standards

→ Bonds and portable bond scheme

→ Eviction overview

→ Getting Help

→ Tips for renters and VCAT



Practical tips for renters



- Don't pay anything in cash
- Always take photos whenever you move in and move out of a property
- Make sure your photos are backed up in the cloud, such as iCloud or Google Photos
- If you are being ignored, put issues in writing, and use phrases such as:
 - 'We would like to resolve this amicably, but if I don't hear from you by [time], I will apply to VCAT.'
- Always try to be the good person in the dispute
- Never refuse to pay your rent. There are other options such as Consumer Affairs Victoria's Rent Special Account. You apply to VCAT for rent to be paid into this account. The landlord does not receive it until the issue is sorted out
- Watch out for scams

How to use your rights and VCAT



Step 1

- Work out what your rights are and communicate them to the person you are having the dispute with

Step 2

- Try to negotiate an agreed outcome locally, or via Rental Dispute Resolution Victoria
- If you reach an agreement, get it in writing and ensure both sides keep a copy of the agreement

Step 3

- If you can't reach an agreement, in most cases you can pursue and exercise your rights at VCAT, the Victorian Civil and Administrative Tribunal

VCAT



- VCAT is an official tribunal where ‘legally binding’ decisions are made
- You use your rights as a renter at VCAT to get orders or agreements between the people involved in a dispute
- VCAT is less formal than a court
- Interpreters are available for free
- Each side has the opportunity to have their say and present any evidence or witnesses
- The decision maker, called the Member, is impartial and does not take sides in the dispute. Their job is to apply the law

VCAT (cont.)



VCAT costs

- It costs \$74.10 to apply to VCAT
- The application is free if you get a fee waiver. The categories for eligibility for a fee waiver include having the government Health Care Card, financial hardship and family violence. See the VCAT website: [Concessions and fee relief | VCAT](#)
- Regardless of whether you win, lose or reach an agreement, there are generally no other costs for going to VCAT, other than if there are costs involved in your dispute

VCAT (cont.)



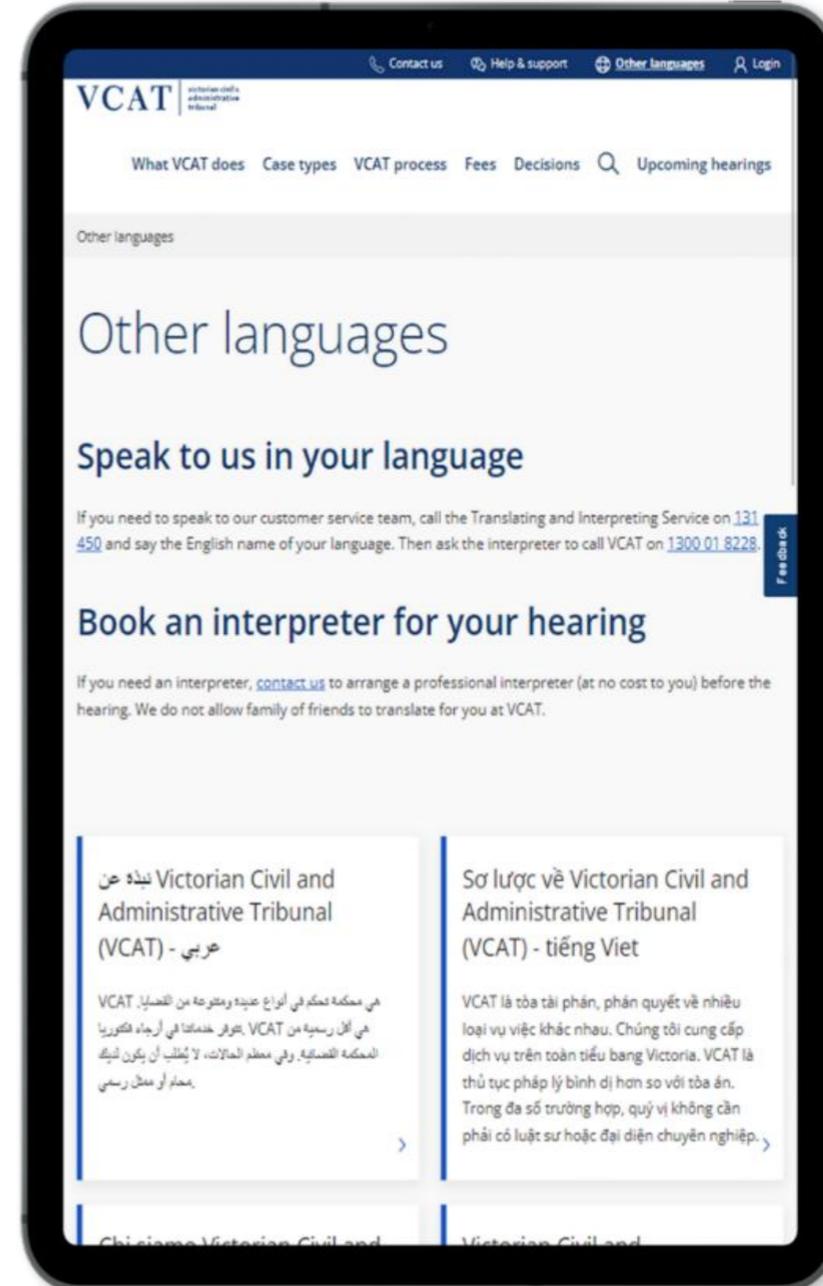
Hearing times

- Most hearings are quick (15-60 minutes)
- Some types of hearings take place soon after the application (2-5 days)
- Other hearings may take 3-4 weeks

For more information see the VCAT website: vcat.vic.gov.au

Other languages

- You can speak to VCAT in your language. For more information see: vcat.vic.gov.au/other-languages



VCAT: making an urgent repair application



Example of a claim form

PART 9: CLAIM DETAILS - WHAT DO YOU WANT VCAT TO DO?

20. What orders do you want VCAT to make?

You need to tell us the relevant section number of the *Residential Tenancies Act 1997* that relates to your claim, if you can, and what orders you want VCAT to make.

You may also have to provide specific information or documents to support your application. If you do not provide information or documents that VCAT needs, your application may be delayed.

To see a list of common disputes we hear and their section numbers, go to www.vcat.vic.gov.au/rentingnotice.

Section 73 – urgent repairs

21. Provide more details about your claim.

You must give complete details about your claim, including:

- how you have calculated any amounts you are asking for
- why you are asking for the above orders.

This will help the respondent understand why you have made this application. If you need more space, you can attach a document setting out the details of the claim.

Since 1 June 2021 the gas heater in the lounge room has been broken, not staying lit for more than 10 minutes without going out. I have asked for this to be fixed several times and it still has not been done. I reported the problem on 1 June 2021 by email. Then I called to follow up on 4 June 2021 and again on 10 June 2021. I even sent a video showing that the heater isn't working.

I would like VCAT to make an order that the heater be fixed immediately.

Attachments:

Copies of emails sent to the agent and screen shot of calls made to the agent

→ Rental Dispute Resolution Victoria (RDRV)



Rental Dispute Resolution Victoria (RDRV)



Rental Dispute Resolution Victoria (RDRV) started in 2025 as a new service that is part of Victorian Civil and Administrative Tribunal (VCAT).

RDRV has been established to provide Victorian renters with an effective and prompt mechanisms for resolving renting disputes with their landlords by using alternative dispute resolution (ADR) rather than requiring a formal VCAT hearing in first instance.

RDRV is free to use – including getting consent orders made by a VCAT Member.

What issues go to RDRV?



Currently, there are 5 types of issues that must go through RDRV :

- Rent increases and excessive rents
- Urgent repairs
- Non-urgent repairs
- Bond claims
- Compensation claims

If using RDRV, you should still seek legal advice. Be aware there may be time limits or benefits if VCAT determined the matter. For example:

- Consumer Affairs Victoria inspection reports after receiving a notice of rent increase must be sought within 30 days of receiving the notice of rent increase
- Repair applications may require the landlord to pay rent into a Rent Special Account

What does RDRV do?



You can call RDRV for:

- Enquiries, information and guidance and referrals on how to deal with certain rental matters
- To request assistance and support communicating with your landlord or agent about specific rental issues
- For help lodging an application to VCAT if required. Fee payment is required (unless the applicant is eligible for a fee waiver)

Rental dispute case management support

A 'resolution coordinator' will be allocated to your case.

They are trained in mediation and have good knowledge of the rental laws.

They will assist parties to communicate and to determine if everyone can come to an agreement without need to go to a formal VCAT hearing.

How does RDRV assist in rental disputes?



Resolution coordinators can ask both sides to provide relevant documents.

They may also use different methods to help resolve the dispute, such as:

- Information provision
- Facilitated discussions
- Informal negotiations that can be together over the phone, video conference, or going between the renters and the landlords separately
- More formal mediation

Possible results through RDRV



If you don't reach an agreement

RDRV can't make people agree.

If reaching an agreement doesn't suit your situation or isn't in your best interests, you don't have to settle. You can ask at any time for VCAT to decide the outcome.

It's completely fine to let the matter go to VCAT. You may need to pay an application fee (unless you qualify for a fee waiver). You can check if you're eligible here: [VCAT Fee Relief](#)

Possible results through RDRV (cont.)



If you reach an agreement

If you do reach an agreement, it can be recorded in one of 2 ways:

- **Private written agreement** between you and the landlord
- **Consent order:** an agreement prepared by the resolution coordinator and sent to VCAT to be made into a legally enforceable order. This is also free

In most cases, it's better to get a consent order rather than just a private written agreement.

Consent orders are easier to enforce and often include a right to return to VCAT without needing to make a new application.

How to apply to RDRV

Visit rdrv.vic.gov.au or call 1300 01 RDRV (7378)

You can create an account on the RDRV website:

my.rdrv.vic.gov.au

Example of creating a bond and compensation claim

See: player.vimeo.com/video/1097745608



The screenshot shows the RDRV website homepage. At the top, there is a dark green navigation bar with the RDRV logo on the left and links for 'For renters', 'For rental providers', 'Resolve a dispute', and 'About'. On the right side of the navigation bar, there is a search icon, a 'myRDRV' button, and a 'Quick exit' button. Below the navigation bar, the main content area features the headline 'Making Renting Fair For Everyone' in a large, bold, dark font. Underneath this headline is the text 'Rental Dispute Resolution Victoria' in a smaller, bold, dark font. A small orange underline is positioned below 'Rental Dispute Resolution Victoria'. To the right of the text is a large, vibrant illustration of a residential neighborhood with colorful houses and trees. Below the headline and text, there is a paragraph: 'We help renters and rental providers get the support they need. Whether it's settling a dispute or asking a question, we are here to offer support and assistance.' At the bottom of this section, there is a red button with the text 'Get started with RDRV'.



Tell us who you are



Summary of the RDRV process



Step 1: Get legal advice

Before starting, it's a good idea to get legal advice to understand your rights and options.

Step 2: Contact RDRV for information

Reach out to Rent Dispute Resolution Victoria (RDRV) for help understanding the process.

Step 3: Create an RDRV account

You'll need to create an online account to start your application.

Step 4: Submit your RDRV application

Fill in the application form with details about your rental issue.

Summary of the RDRV process (cont.)



Step 5: RDRV follows up

RDRV will contact you soon after to ask for any extra documents or evidence and check whether everyone is willing to try to resolve the issue.

Step 6: RDRV helps reach agreement

If possible, RDRV will help both sides come to an agreement.

Step 7a: No agreement – go to VCAT

If no agreement is reached, the issue can be taken to VCAT for a decision.

Step 7b: Agreement – write it down

If an agreement is reached, it will be recorded as either a private written agreement or a consent order from VCAT (which can be legally enforced).

→ New rental laws



New rental laws



Under the [Consumer and Planning Legislation Amendment \(Housing Statement Reform\) Act 2025](#), many changes to the Residential Tenancies Act came into effect on 25 November 2025. Some of these changes will require further changes to the regulations. The details of these regulations are not yet known. The changes include:

End of 'no reason' evictions

Landlords can no longer terminate a tenancy without providing a valid reason. The notice to vacate for the end of the initial fixed term lease (section 91ZZD and 91ZZDA RT Act) is repealed.

Additional rent increase criteria

Rent increases can have additional factors included by way of regulation when Consumer Affairs Victoria or VCAT determine if a rent increase is excessive.

Extended notice periods

The notice period for rent increases and eviction notices have increased from 60 days to 90 days.

Minimum rental standards compliance

All rental properties must meet minimum rental standards before being advertised rather than just at the time of the agreement being entered into.

New rental laws (cont.)



Ban on rental bidding

Landlords and real estate agents are prohibited from encouraging or accepting rental bids, which are offers of rent higher than the advertised price, including offers made by renters.

Mandatory safety checks

Smoke alarm safety checks must be carried out regardless of when the lease agreement commenced.

Standardised application form

A standardised (prescribed) application form for residential rental properties will be introduced.

Enhanced privacy protections

There are greater protections in relation to the privacy obligations when dealing with renters' personal information.

Professional licensing and education

Mandatory licensing, registration, and professional education requirements for real estate agents and their representatives will be improved.

→ New legislation



New legislation coming



New provisions of the [Consumer and Planning Legislation Amendment \(Housing Statement Reform\) Act 2025](#) are continuing to come into effect over 2026 and 2027.

- Provides details on portable bonds (Part 2 Division 1 of Amendment Act)
- Evidence requirements for bond claims (Part 2 Division 2 of Amendment Act)
- Definitions of energy efficiency: new section 68C on pre-draughtproofing checks where there are gas appliances
- Estate Agent Act 1980: new section 37M on mandatory prescribed professional development requirements
- Owners corporations law: new section 198C on mandatory continuing professional development activities for managers and ‘officers in effective control’

New laws already in effect



- Community housing now has separate minimum standards (schedule 6, Residential Tenancies Regulations 2021)
- From 1 December 2025 – Corded internal windows and blind safety are now part of the minimum standards. This requires any cord below 1600mm to be strongly anchored to the wall so it cannot form a loop. See (Minimum Standard 15) for more detail
- From 1 December 2025, rooming house minimum standards require a fixed heater secured to the wall, floor or ceiling for each residents' room (Regulation 9A of Residential Tenancies (Rooming House Standards) Regulations 2023)

New laws coming into effect



Many new regulations come into effect on **31 March 2026** – under the [Residential Tenancies Regulations 2021](#).

New laws



Rental applications and limits on questions and information

From 31 March 2026, agents and landlords must use the prescribed application form, and they may only request information that is contained in this form.

This should significantly restrict the information that can be requested from renters when applying for a rental application.

Note: It is not prohibited for a renter to volunteer information, and this regulation only applies to landlords and their agents – not expressly prop-tech platforms.

[Form 3A – Residential Rental Application form](#)

New laws (cont.)



Residential rental application



Residential Tenancies Act 1997 Section 30AC
Residential Tenancies Regulations 2021 Regulation Sections 14A and 14B

This form must be used for all applications to enter into a residential rental agreement. For more information about your rights and responsibilities, please visit the Consumer Affairs Victoria (CAV) website at consumer.vic.gov.au or call CAV on 1300 55 81 81.

Who completes this application form?

- Rental providers or their agents must provide information outlined in item 2, documents requested under items 6 and 7 and information regarding tenancy databases used by the rental provider or their agent under item 11.
- The applicant should complete all other items on the form. If 2 or more applicants apply to live together at the same property (e.g. as partners, friends or family), each applicant who is 18 years of age or over may be asked to complete a separate application form.

This form is not to be used to apply for social housing as defined in the Housing Act 1983 or specialised housing program as defined in the Residential Tenancies Regulations 2021.

PART A—GENERAL

1 Premises to which the application applies

Address of premises:
[insert address of premises]

2 Rental provider or agent's details

Full name or company name of rental provider or their agent:
[insert name of rental provider / agent]

ACN (or ABN if not a registered company):
[insert ACN or ABN if applicable]

Address:
[insert address of rental provider or their agent]

Phone number:
[insert phone number of rental provider or their agent]

Email address:
[insert email address of rental provider or their agent]

Australian State or Territory in which the rental provider resides:
[insert the rental providers state or territory of residence, or insert "overseas" if rental provider resides outside of Australia]

3 Number of occupants

Total number of occupants intended to reside on the premises:
[insert total number of occupants]

4 Personal details of applicant

Full name:
[insert name]

Date of birth:
[insert date of birth]

Current address:
[insert current address]

Postcode:
[insert postcode]

Phone:
[insert phone number]

Email:
[insert email address]

5 Employment details

Current or most recent employer:
[insert name of current or most recent employer]

Employer address:
[insert employer address]

Net weekly income:
[insert net weekly income]

If not currently employed, date on which most recent employment ended:
[insert most recent date of employment]

If you cannot provide details of your current employment or income, please provide other details about your ability to pay rent under item 6 (Financial information).

6 Financial information

A rental provider or their agent may request no more than two documents from the following list to confirm your capacity to pay the proposed rent:

- Pay slips from current or recent employment
- Bank statement (without transaction details)
- Centrelink payment statements or letters

If you are not receiving regular income, for example you are self-employed, undertake casual employment, freelance or unemployed, please provide details of previous employment or other documents supporting your financial ability to pay rent, such as proof of savings or assets. Please provide one copy of each of the following requested financial documents to verify your ability to pay rent:

(a)
[Rental provider or their agent to indicate requested financial document]

(b)
[Rental provider or their agent to indicate requested financial document]

New laws (cont.)



7 Verification of identity

A rental provider or their agent can request no more than two identity documents from the following list:

- Driver licence
- Proof of age card (government issued)
- Medicare card
- Australian passport
- Foreign passport and Australian visa
- Birth certificate
- Certificate of Australian citizenship
- Tertiary student identification card
- Centrelink card
- Department of Veterans' Affairs card
- Utilities bill at current address
- Letter from a government Department addressed to current address

Please provide a copy of each of the following requested documents to verify your identity. You should discuss with the rental provider or their agent the most suitable method of identity verification if you are unable to provide the requested documents:

- (a)
[Rental provider or their agent to indicate requested identity document]
- (b)
[Rental provider or their agent to indicate requested identity document]

8 Rental or residential history

Property 1

Current / most recent address:	<input type="text"/> [insert current / most recent address]
Postcode:	<input type="text"/> [insert postcode]
Period of residence at address:	<input type="text"/> [insert date you started living at this property and the date you vacated or will vacate the property]
Rental provider / agent name if applicable:	<input type="text"/> [insert rental provider / agent name]
Rental provider / agent email if applicable:	<input type="text"/> [insert rental provider / agent email address]
Rental provider / agent phone contact details if applicable:	<input type="text"/> [insert rental provider / agent phone number]

Property 2

Previous address:	<input type="text"/> [insert previous address]
Postcode:	<input type="text"/> [insert postcode]
Period of residence at address:	<input type="text"/> [insert date you started living at this property and the date you vacated the property]
Rental provider/agent name if applicable:	<input type="text"/> [insert rental provider/agent name]
Rental provider/agent email if applicable:	<input type="text"/> [insert rental provider/agent email address]
Rental provider/agent phone contact details if applicable:	<input type="text"/> [insert rental provider/agent phone number]

9 References

A rental provider or their agent may request the contact details of personal referees. If this is requested, please provide contact details of your personal referees.

Referee 1

Name:	<input type="text"/> [insert referee's name]
Phone:	<input type="text"/> [insert referee's phone number]
Email:	<input type="text"/> [insert referee's email address]
Referee's connection to applicant:	<input type="text"/> [insert referee's connection to the applicant]

Referee 2

Name:	<input type="text"/> [insert referee's name]
Phone:	<input type="text"/> [insert referee's phone number]
Email:	<input type="text"/> [insert referee's email address]
Referee's connection to applicant:	<input type="text"/> [insert referee's connection to the applicant]

10 Term of rental agreement

Desired lease term (e.g. 6 months, 12 months, 24 months):	<input type="text"/> [insert preferred lease term]
Preferred move in date:	<input type="text"/> [insert preferred move in date]

New laws (cont.)



11 Tenancy databases

Note: A rental provider or their agent can use tenancy databases to check your rental history. If the rental provider or agent uses such databases, the names of the databases used must be disclosed below. The rental provider or their agent must also notify you in writing of certain matters. See item 4 in the "Information for the applicant" in Part B (below).

The following databases may be used to check your tenancy history. You may contact the tenancy databases using the following details:

Tenancy database name	Phone number	Web address
[insert tenancy database name]	[insert tenancy database phone number]	[insert tenancy database web address]
[insert tenancy database name]	[insert tenancy database phone number]	[insert tenancy database web address]
[insert tenancy database name]	[insert tenancy database phone number]	[insert tenancy database web address]

12 Signature

I understand that my application may not be processed unless all required documents are submitted.

Print name:

Signature:

Date:

For further information, visit the Consumer Affairs Victoria (CAV) website at consumer.vic.gov.au or call CAV on 1300 55 81 81.

PART B—RIGHTS AND OBLIGATIONS

This is a summary of selected rights and obligations of renters and rental providers in respect of an application to enter into a residential rental agreement under the Residential Tenancies Act 1997 ("the Act").

Information for the rental provider or their agent

1 Application form

Rental providers and agents must use a standardised residential rental application form which complies with the Act and the Residential Tenancies Regulations 2021 ("the Regulations").

2 Rental auctions and bidding

Rental auctions and rental bidding are prohibited under the Act. The rented premises must be advertised or offered for a fixed amount and rental providers and agents must not:

- solicit or otherwise invite an offer of an amount of rent that is higher than the fixed amount; or
- accept an unsolicited or uninvited offer of an amount of rent that is higher than the fixed amount.

3 No application fees

A rental provider or their agent must not charge the applicant any fees for this application.

4 Request for information from applicants

A rental provider or their agent must only ask applicants for the information set out in this form. Applicants must not be asked to provide information that is not on this application form.

5 Privacy notifications

A rental provider or their agent must provide applicants with all notifications in relation to privacy and personal information as required by law. Such notification must only contemplate use of the personal information for the purposes of processing this rental application.

6 Personal information not to be used for other purposes

The personal information provided in this form is confidential. A rental provider or their agent must not use the applicant's information other than to assess the applicant's suitability as a renter or in accordance with any other requirement of the Act. A rental provider or their agent may commit an offence if they do not take reasonable steps to protect the applicant's information from misuse or loss, and unauthorised access, modification or disclosure.

7 Protection of applicant's information from misuse, interference or loss

A rental provider or their agent must take reasonable steps to protect the applicant's information from misuse or loss and unauthorised access, modification or disclosure.

8 Applicant to discuss alternative documentation if needed

If an applicant does not have documents requested in this form, the applicant may discuss with the rental provider or their agent what other documentation may be suitable.

9 Residential tenancy databases

A rental provider or their agent may use residential tenancy databases to check an applicant's rental history. If a rental provider or their agent uses a residential tenancy database to check an applicant's rental history, the database must be disclosed in this Form.

Under section 439D(2) of the Act, if personal information about the applicant is in the database, the rental provider or their agent must, as soon as possible, but within 7 days after using the database, give the applicant a written notice stating the name of the database, the personal information about the applicant in the database, the name of each person who listed the personal information in the database, and how and in what circumstances the applicant can have the personal information removed or amended.

Failure to comply with section 439D(2) of the Act is an offence.

New laws (cont.)



10 Applicant's information to be destroyed or de-identified

If the application is successful, the rental provider or their agent must destroy or permanently de-identify the applicant's information within 3 years after the applicant's residential rental agreement terminates.

If the application is unsuccessful, the rental provider or their agent must destroy or permanently de-identify the applicant's information within 30 days after the property is leased, or within 6 months if they have received written consent from the applicant to use the information to apply for other premises.

Information for the applicant

1 Each applicant to complete application form

Each prospective renter over the age of 18 may be asked to complete a copy of this application form.

2 Contact rental provider / agent to check the outcome

Applicants should contact the rental provider or their agent after lodging an application to check if the application was successful.

3 Protection of applicant's information from misuse, interference or loss

A rental provider or their agent must take reasonable steps to protect an applicant's information from misuse or loss and unauthorised access, modification or disclosure.

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Failure to comply with the requirements under section 439D(2) of the Act is an offence.

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If the application is successful, the rental provider or their agent must destroy or permanently de-identify the applicant's information within 3 years after the applicant's residential rental agreement terminates.

If the application is unsuccessful, the rental provider or their agent must destroy or permanently de-identify the applicant's information within 30 days after the property is leased, or within 6 months if they have received written consent from the applicant to use the information to apply for other premises.

6 Application assessment

A rental provider or their agent will assess the applicant's suitability based on the information provided, including checking any residential tenancy database identified in Item 11.

For more information see Information for rental providers or their agents, and Information for renters, above or visit the CAV website.

A rental provider or agent and an applicant should ensure that they complete the application in full using true and correct information.

A rental provider or agent is not required to provide reasons to an applicant for an unsuccessful application.

Help or further information

For further information, visit the renting section – Consumer Affairs Victoria website at www.consumer.vic.gov.au/renting or call the Consumer Affairs Victoria Helpline on 1300 55 81 81.

Telephone interpreter service

If you have difficulty understanding English, contact the Translating and Interpreting Service (TIS) on 131 450 (for the cost of a local call) and ask to be put through to an Information Officer at Consumer Affairs Victoria on 1300 55 81 81.

Arabic

إذا كان لديك صعوبة في فهم اللغة الإنجليزية، اتصل بخدمة الترجمة التحريرية والشفوية (TIS) على الرقم 131 450 (تكلفة مكالمة محلية) واطلب أن يوصلوك بموظف معلومات في دائرة شؤون المستهلك في مكتبنا على الرقم 1300 55 81 81.

Turkish İngilizce anlamakta güçlük çekiyorsanız, 131 450'den (şehir içi konuşma ücretine) Yazılı ve Sözlü Tercümanlık Servisini (TIS) arayarak 1300 55 81 81 numaralı telefondan Victoria Tüketici İşleri'ni aramalarnı ve size bir Danışma Memuru ile görüşmelerini isteyiniz.

Vietnamese Nếu quý vị không hiểu tiếng Anh, xin liên lạc với Dịch Vụ Thông Phiên Dịch (TIS) qua số 131 450 (với giá biểu của cú gọi địa phương) và yêu cầu được nối đường dây tới một Nhân Viên Thông Tin tại Bộ Tiêu Thụ Sự Vụ Victoria (Consumer Affairs Victoria) qua số 1300 55 81 81.

Somali Haddii aad dhibaato ku qabto fahimda Ingiriiska, La xiriir Adeega Tarjumida iyo Afcelinta (TIS) telefoonska 131 450 (qiimaha meesha aad joogto) weydiisana in laguugu xiro Sarkaalka Macluumaadka ee Arrimaha Macmiilaha Fiktooriya tel: 1300 55 81 81.

Chinese 如果您聽不懂英語，請打電話給口譯和筆譯服務處，電話：131 450 (按免費一區普通話電話費)，讓他們幫您接達維多利亞消費者事務處 (Consumer Affairs Victoria) 的信息官員，電話：1300 55 81 81。

Serbian Ako vam je teško da razumete engleski, nazovite Službu prevodilaca i tumača (Translating and Interpreting Service – TIS) na 131 450 (po cenu lokalnog poziva) i zamolite ih da vas povežu sa Službenikom za informacije (Information Officer) u Viktorijskoj Službi za potrošačka pitanja (Consumer Affairs Victoria) na 1300 55 81 81.

Amharic በአንዳንድ ጽንፃ ለማረጋገጥ ከሌሎች አገልግሎት (TIS) በአካል ቁጥር 131 450 (በአካባቢ ለአካ ጥሬ ያለ) ለማግኘት ለሌሎች ጽንፃ ላይ ቢሮ በአካል ቁጥር 1300 55 81 81 ይጋኙ ከሚረዱ ለቅርብ ሰው ለማግኘት ማጠቃለያ።

Dari

اگر شما مشکل در تفهیم زبان انگلیسی دارید، با اداره خدمات ترجمانی تحریری و شفاهی (TIS) به شماره 131 450 به قیمت مخابرات محلی تماس بگیرید و بخواهید که شما را به کارمند معلومات دفتر امور مهاجرین و کنترولا به شماره 1300 55 81 81 ارتباط دهد.

Croatian Ako nerazumijete dovoljno engleski, nazovite Službu tumača i prevoditelja (TIS) na 131 450 (po cijeni mjesnog poziva) i zamolite da vas spoje s djelatnikom za obavijesti u Consumer Affairs Victoria na 1300 55 81 81.

Greek Αν έχετε δυσκολίες στην κατανόηση της αγγλικής γλώσσας, επικοινωνήστε με την Υπηρεσία Μετάφρασης και Διερμηνείας (TIS) στο 131 450 (με το κόστος μιας τοπικής κλήσης) και ζητήστε να σας συνδέσουν με έναν Υπάλληλο Πληροφοριών στην Υπηρεσία Προστασίας Καταναλωτών Βικτωρίας (Consumer Affairs Victoria) στον αριθμό 1300 55 81 81.

Italian Se avete difficoltà a comprendere l'inglese, contattate il servizio interpreti e traduttori, cioè il Translating and Interpreting Service (TIS) al 131 450 (per il costo di una chiamata locale), e chiedete di essere messi in comunicazione con un operatore addetto alle informazioni del dipartimento "Consumer Affairs Victoria" al numero 1300 55 81 81.

New laws (cont.)



Limits on rental application and rental payment fees

Regulation 21C - Prohibited rental application and rent payment fees (see section 51A RT Act).

A person (other than landlords, real estate agents, or certain deposit taking institutions like banks) must not demand or receive a fee, in relation to entering into a residential rental agreement or paying rent, for:

- Background checks
- Tenancy or rental history checks
- Credit checks
- Tenancy or rental agreement database checks
- Identity verification
- Administrative costs
- Failed payments
- An application to enter into a residential rental agreement
- Rent payment (other than payment surcharge fees permitted under any other Act)

This provision is targeted at 'prop-tech' and third-party rental payment platforms.

New laws (cont.)



Part 4A Site Agreement – prescribed form and disclosure of ‘departure fees’

From **1 July 2026**:

- Part 4A site agreements must be in the prescribed form (Form 16A). See section [206E\(2A\)](#)
- Regulation 77 - Additional disclosures must be made in relation to the site. See also section 206JF(1)(ed) RT Act), which includes specific regulations about deferred management fees (DMFs):

‘(e) details of the site tenant's liabilities on permanent departure from the Part 4A park or Part 4A site if the site tenant permanently departs after 1, 2, 5 or 10 years' residence, including—

(i) the amount of and method of calculating any deferred management fee or exit fee payable by the site tenant...’

Privacy



The new changes to rental applications should also limit the amount of information that is retained and complement the 25 November 2025 changes relating to privacy and the use and storage of renters' personal information.

Landlords and agents holding a renter's information must destroy or permanently de-identify that information within specific timeframes.

Scenario	Timeframe
Renter's rental agreement has ended	Within 3 years after the end date of the rental agreement
Applicant for a rental agreement was unsuccessful in their application	Within 30 days after the rental agreement is entered into
Applicant for a rental agreement was unsuccessful in their application but has provided written consent for the information to be used to apply for other premises	Within 6 months after the initial rental agreement they applied for is entered into

There are various exceptions such as court orders requiring storage or disclose such as court orders, or prevailing provisions of the *Privacy Act* 1988 (see section [505BA](#) – section [505C](#) of the Act).

→ Rent Increases



Rent increases



The landlord must give the renter at least **90 days'** written notice of a proposed rent increase. They must use Consumer Affairs Victoria's official [Notice of proposed rent increase form](#).

- Rent cannot be increased more than once every 12 months
- If you get a notice of rent increase, you have the right to challenge it at VCAT if you think it is excessive
- Consumer Affairs Victoria can provide a free assessment of whether the rent is excessive. Renters must apply within 30 days of receiving the notice of rent increase, and then they must apply within 30 days after receiving the report from CAV
- Renters can apply to RDRV at any time in relation to rent increases to negotiate, but it is strongly recommended to follow the standard process to VCAT to challenge the rent increase in case an agreement cannot be reached

See Tenants Victoria's page: [Rent increases](#)

Rent increases (cont.)



‘Method’

The law requires rental agreements that started from 29 March 2021 or later, to specify in the rent increase notice the ‘method’ that was used to determine how much the rent is increased.

Unfortunately, what constitutes a valid ‘method’ changed following Sied v Homes Victoria (Residential Tenancies) [2025] VCAT 862 (30 September 2025).

In that decision, VCAT moved away from the previously narrow interpretation of ‘method’ in s 44(3)(b), which had been shaped by earlier cases such as Boyce v Mariella Nominees Pty Ltd ATF Lorusso Family Trust (Residential Tenancies) [2023] VCAT 89.

As a result, the concept of ‘method’ now operates more as a checklist relevant to the validity of a rent increase notice, rather than as a substantive constraint on how rent may be increased or as a mechanism requiring landlords to disclose information that might not otherwise be provided to the renter.

Rent increases (cont.)



From 31 March 2025 rent increases

Under section 45(4)(b) and 47(3)(j) of the Act, new regulation must be considered in determining whether a rent increase is excessive:

Regulation 21A and 21B respectively set out additional factors that may be considered in relation to rent increases.

Note: The law only lists these as additional factors to consider - they are not binding or limited in the weight that is ascribed to each factor. Careful attention to and scrutiny of the factors, quantum, the level of detail in the CAV report (if any) are essential.

These additional considerations do not operate as a statutory cap on rent increases. They are simply factors that may be taken into account.

It remains the renter's responsibility to challenge the rent increase and to demonstrate how any CPI component should limit the increase and why the proposed increase is excessive.

Rent increases (cont.)



New factors to be considered

The increase amount

- The proposed rent compared to the current rent
- The rate of increase between the current rent and the proposed rent having regard to the 'annual inflation rate'
- Annual inflation rate is defined in regulation 21A(3) as:
 - Consumer Price Index
 - Specifically, All Groups Melbourne calculated using the most recent quarterly release from the ABS that states 'All Groups CPI' change in the past 12 months for Melbourne

Rent increases (cont.)



Consumer Price Index

The Consumer Price Index (CPI) measures changes over time in the prices of a typical basket of goods and services purchased by households, such as housing, food, transport, utilities and health.

In Australia, CPI is used to measure inflation and is published quarterly by the Australian Bureau of Statistics, with data reported for capital cities including Melbourne. 'All Groups CPI' refers to the overall index covering all categories of household spending.

Note:

CPI is a relevant consideration, not a requirement going to the validity of the notice. The CPI figure used is the change over the past 12 months, taken from the most recently published quarterly report. Where a 90-day notice period spans more than one quarterly CPI release, it is unclear which report applies. The more likely interpretation is that the CPI figure published at the time the notice to vacate was issued should be used.

Rent increases (cont.)



Consumer Price Index (cont.)

Example: 3.1% for Melbourne from December 2025 report

Capital cities comparison
All groups CPI

All groups CPI, annual movement (%)

Graph Table Download

	Percentage change from corresponding month of previous year (%)	Weighted average of eight capital cities percentage change from corresponding month of previous year (%)
Weighted average of eight capital cities		3.8
Sydney	3.7	
Melbourne	3.1	
Brisbane	5.2	
Adelaide	3.3	
Perth	4.4	
Hobart	3.8	
Darwin	3.1	
Canberra	3.3	

See: abs.gov.au/statistics/economy/price-indexes-and-inflation/consumer-price-index-australia/dec-2025

Rent increases (cont.)



Property comparison

Relevant similarities and differences between the premises and comparable premises that are the basis of comparison in relation to section 47(3)(a) (these are the legislative factors for rent increases), but specifically:

- The location; and
- The facilities at the premises; and
- The size of the land and any dwelling on the land; and
- The state of repair and general condition of the dwelling or dwellings; and
- The number of bedrooms

Rent increases (cont.)



Breaches or contraventions of Part 2 - Division 5A (section 65-71, the duty provisions)

Whether the landlord is contravening a provision of Division 5A of Part 2 of the Act and the contravention is the subject of:

- An order made by VCAT; or
- An infringement notice issued by an authorised officer within the meaning of section 510B of the Act; or
- A court order

Note: General non-compliance will likely not carry the same weight as this provision because the above only applies if there is an order in place or a relevant infringement notice issued.

Social housing rent increases

For public housing, community housing, affordable housing, or specialised housing programs – any proposed rent increase must have been ‘validated’ by the Valuer General and approved by the CEO of Homes Victoria for the particular premises.

Rent increase tips



- Always check to see if the Notice of rent increase is valid
- Apply to RDRV as soon as you get the Notice to negotiate
- Request a CAV report to determine if the increase is considered excessive
- Even if the report indicates the rent increase is not excessive, or the landlord refuses to reach an agreement, you can apply to VCAT to make your case
- If the renter takes no action on a valid notice of rent increase, the rent increase will be effective
- While CPI is a factor that is considered, there is no rent control limiting the amount that rent can go up

→ Minimum standards update



New minimum standards



Minimum standards are basic conditions a rental property must meet before it can be rented out.

The minimum standards can be found in [schedule 4](#) of the Residential Tenancies Regulations 2021.

Minimum standards only apply to properties where the renter has moved in on or after 29 March 2021.

New minimum standards (cont.)



On 1 July 2025 the Residential Tenancies Amendment (Minimum Energy Efficiency Standards) Regulations 2025 (Sr No 63 of 2025) came into effect.

This amends the current regulations and introduces new minimum standards, which are to be implemented from 1 March 2027, with the exception of the standard for cord blinds, which will be implemented on 1 December 2025.

See the minimum standards at: [Residential Tenancies Regulations 2021 - Schedule 4](#)

The following are general summaries. Any complexities arising from transitional provisions and implementation should be considered with reference to the full legislation and regulations.

Some regulations are dense and complex, including heating and cooling seasons performance factors, the plumbing code, small scale technology certificates, and guidelines for onsite wastewater effluent dispersal and recycling systems).

There are significant exemptions for community housing or 'specialised housing programs' to be able to provide lower standards in relation to certain items (see sections 23A, 24A, 31A, 33A, [Schedule 6 – Community Housing Minimum Standards](#)).

‘Unreasonable’ to comply test



Many of the new standards provide for exemptions if it is unreasonable to comply. For example, defences for non-compliant hot water services are extensive (Minimum Standard 19 (2)):

- The cost of installation is significantly higher compared to other similar class buildings (excluding installation of new electrical work or switchboard upgrade)
- The cost of compliance with another Act or local laws that makes installation prohibitive
- There is a pre-existing water heater (LPG or electric) installed before 1 March 2027 in good working order that supplies heated water to the kitchen, laundry and bathroom facilities
- An existing heater that is covered under a warranty is replaced with a similar heater
- Owners corporation rules prohibit installation of the energy efficient appliance
- The hot water service is centralised
- The water heater is temporary and installed for no more than 60 days

'Unreasonable' to comply test (cont.)



- Installation requires augmentation of a transmission system or a distribution system to provide more than a basic connection service or a standard connection service
- Permit for heritage modification has been refused in accordance with Part 5 of the Heritage Act 2017
- In determining if the cost of installation is unreasonable in places such as a building with an owners corporation, consideration of whether the installation is 'unreasonable' excludes consideration of the costs of electrical work to enable the installation or costs of upgrading the switchboard

Understanding the minimum standards



Advocates and renters have 3 main challenges to ensure compliance with the minimum standards:

1. Interpreting and identifying what the actual standard is meant to be according to the law and relevant codes
2. Identifying whether the current appliance, service or facility is compliant
3. Determining whether any of the ‘unreasonableness’ defences have merit or cannot justify the non-compliance, and whether the appliance, service or facility even meets the previous lower standard

Transitional provisions

The transition for some standards from the 2021 minimum standards, to these new amendments are subject to the phrase ‘on and from’ a particular date, such as 1 July 2030.

It is arguable that even if the lease started before 2030, compliance by upgrading during the current agreement is required.

See the current minimum standards: [Residential Tenancies Regulations 2021 - Schedule 4](#).

Window coverings with cords



From 1 December 2025, Minimum Standard 15 requires internal window coverings with cords to be safe. In all cases, the installation must meet the cord safety requirements of the installation product's instruction requirements. The intention of this standard is to prevent children from getting their head through the cord loops. The standard requires:

Option A:

A loose cord from a window covering must not form a loop of 220 mm or more if it hangs lower than 1600 mm above the floor. The cord must be secured by either:

1. A cord guide, installed no lower than 1600 mm above the floor, unless:
 - (A) it is firmly fixed to the wall or structure (able to withstand a pull of 70 Newtons in any direction for 10 seconds); and
 - (B) the cord is tight enough to stop a loop of 220 mm or more forming;OR

Option B

2. A cleat, fixed to the wall or structure at least 1600 mm above the floor

Shower heads



From 25 July 2025, replacement shower heads must be a 3-star Water Efficiency Labelling and Standards (WELS) rating as part of the existing minimum standards.

From 1 March 2027, replaced shower heads must be a 4-star WELS rating.

There is an exception if only a 3-star shower head can be installed due to the age, nature or structure of the plumbing.

Ventilation



Ventilation standards now apply to each habitable room, as well as to the bathroom, shower room, toilet or laundry ([Minimum Standard 13](#)).

The standard is in the Building Code of Australia (BCA). It requires that the room must have sufficient ventilation for its intended use.

This implies an obligation for suitable exhaust fans and other devices to prevent mould.

Standards for testing ventilation generally require professional assessment, unless the ventilation is demonstrably inadequate.

Hot water services



From 25 July 2025, an existing hot water service at the end of its life must be replaced with a compliant energy-efficient service (section [69](#) Residential Tenancies Act).

From 1 March 2027, minimum standard 19 requires That a hot water service used to supply hot water to kitchen, laundry and bathrooms must be an ‘energy efficient water heater’ – meaning a heat pump water heater or a solar water heater – unless it is ‘unreasonable’ to do so.

There is a wide range of defences about when it is ‘unreasonable’ to replace the existing unit with an energy-efficient one as a minimum standard. See Regulation [24\(2C\)](#) and Schedule 4, clause 19(2) Residential Tenancies Regulations 2021.

Heating



From 1 March 2027 gas heaters at end of life must be replaced with reverse-cycle air conditioners.

Additional exemptions include allowing landlords to replace non-energy efficient heaters 'like for like' if they are covered by warranty.

Cooling



Lease renewals or new leases from 1 March 2027

From 1 March 2027, Minimum Standard 16 requires a fixed cooling unit in the main living area for all new or renewed leases (if the agreement started after 29 March 2021), or when a renter moves in.

An existing fixed cooling unit will generally be considered sufficient until 1 March 2030, noting the legislation does say an energy-efficient one should be installed unless it is unreasonable. This will likely be the subject of test cases. If a unit needs to be installed or replaced after 1 March 2027 (for example, because the old one has broken), it must be replaced with an energy-efficient unit.

New leases

From 1 March 2027

At the start of a new lease, main living areas must have an energy-efficient electric cooling system. Installing a reverse-cycle air conditioner that is energy efficient should acquit both the heating and cooling requirements, provided it meets the definition of energy efficient heating and cooling

From 1 July 2030

All new rental agreements are to have a fixed energy-efficient cooling system unless it is unreasonable to install an energy efficient or fixed cooling unit.

Ceiling insulation



Minimum Standard 17 applies to new rental agreements entered into that start on or after 1 March 2027.

From 1 March 2027

Minimum 'R5.0 rating' ceiling insulation must be installed at the start of a new lease where there is no ceiling insulation already in place.

The installation must be done within 30 days of a licensed or registered electrician completing a pre-insulation installation electrical- safety checklist. This checklist for electrical safety is extremely detailed because of the deaths during the federal government's insulation program many years ago.

The installation must be done by a suitably qualified person. The Minister for Energy and Resources will be required to gazette the specific requirements for a person who is 'suitably qualified'.

This is to prevent rogue or unqualified persons from sending untrained people into potentially dangerous situations, and ensure the job is done safely and correctly.

Insulation needs to be installed in the entire ceiling other than in:

- Ceiling areas with existing insulation batts, blankets, rigid boards or loose fill
- External parts of the rented premises (garage etc.)

Ceiling insulation (cont.)



- Internal ceilings (spaces between double storey buildings)
- Areas where it is unreasonable or unsafe to install ceiling insulation

In addition to the other legislative defences about it being unreasonable to comply, Minimum Standard 17 also provide exceptions on the basis that:

- The ceiling insulation cannot be installed without substantial building work or causing substantial damage to the rented premises: for example, skillion roofs, very low-pitched roofs and roof cavities that cannot be accessed without removing the ceiling lining or roofing material
- The ceiling insulation cannot be installed without creating risks to the health or safety of any person that are greater than the risks that are normally acceptable when insulation is being installed; or
- The permit for the installation has been refused under the Heritage Act 2017

No doubt, there will be disputes about insulation and complex compensation claims on the basis of non-compliance, and about what it means to ‘enter into an agreement’.

Draughtproofing



From 1 July 2027

Draught sealing, including weather seals on all external doors, windows and wall vents must be installed at the start of a new lease.

This doesn't apply to spaces where there is a flueless space heater or open gas appliance, or a flueless gas appliance for cooking in the kitchen, or it is 'otherwise unreasonable' to draught-proof the kitchen.

→ Portable bonds



Renters lodging bonds directly to RTBA



Announced several years ago, the new Residential Tenancies Bond Authority (RTBA) system is now live, with further updates to be implemented mid to late 2026 with the portable bond scheme. Renters can now lodge their bonds directly with RTBA.

However, to be able to do this, the estate agent or landlord must first set up the portable bond on the RTBA website, ready to receive the payment.

The renter should receive an email from the RTBA in stages:

- Firstly – a verification email to all renters (they have 14 days to confirm)
- Secondly, once all renters have verified that the details are correct, they then have **48 hours** to make the bond payment. If paying via BPAY, they may have around a week, because the BPAY number remains active

Notes

- Renters may have issues with verification of the Services Victoria app
- In share houses or for co-renters, the money is expected to be pooled and paid in one payment by one renter
- The proportion of contributions is still not recorded by the RTBA

Portable bonds



- The transfer bonds scheme is established under a new Division 3A of Part 10 of the Residential Tenancies Act
- It is expected to be implemented in mid-2026, and no later than mid-October 2026. For reference to the following sections, see the details in the [Consumer and Planning Legislation Amendment \(Housing Statement\) Act 2025](#)
- Portable bonds allow the same renter to transfer (carry over) their bond from their first landlord under the first lease to a second landlord under a second lease, instead of paying a new bond upfront
- This means the Department of Justice and Community Safety is carrying some economic risk for bonds and losses. The money for this sits in the Residential Bonds Investments Scheme
- Guidelines may be issued in relation to debt collection, payment plans and hardship criteria for waivers and write-offs (section 423D)

Portable bonds (cont.)



For transfer to happen the person must:

- Make an application for the transfer
- Meeting application criteria
- Be eligible under published requirements
- The application fee is paid or otherwise waived for reasons of hardship

After the bond transfer is approved, the landlord must complete the bond lodgement form and give the renter a copy to sign.

The renter signs and gives it back to the second landlord – who has then 10 days to give a copy to the renter and lodge with the RTBA.

It is an offence not to lodge within time or give the renter a signed copy (section 423J & 423K).

Eligibility for portable bonds scheme



Eligibility requirements for bond transfer

- The bond is in the name of the same person (renter) of the first lease
- For share-household, people will need to move together
- No part of the bond from Homes Victoria or their agents
- The renter has not made a claim to the RTBA for the bond to be released (subject to a claim under section 411)
- The applicant has entered the second lease but not yet paid the bond
- The applicant does not owe a debt in relation to a previous portable bond loan under Division 3A Part 10
- Any other prescribed requirements

A written decision is given about the decision in relation to the bond to the renter and the second landlord.

Differences in bond amounts



If the new bond is less than the previous bond, upon the transfer being received and approved, the excess money is returned to the renter (section 439L). Similarly, if the new bond is higher, the renter can top it up to cover the difference.

Example

If the bond for the first lease was \$2,400, and the second bond is for \$2,000, the renter is refunded \$400.

Bond debt deductions from a returned bond



Bond debts may be deducted from the payments of bonds being returned to a renter(section 423Z).

Example

- Martha's first lease ends. She has paid a bond of \$2,000
- Martha applies for her bond to be transferred to a second lease. It costs \$2,000
- The transfer is approved
- Martha's landlord successfully claims \$500 from her first bond claim at VCAT
- This gives rise to a debt of \$500 to the Department of Justice
- Martha's second lease ends, the landlord consents for the release of the \$2,000
- Martha will receive \$1,500, because the previous debt will be deducted from her bond refund

→ Eviction overview



Eviction



Evidence is mandatory for 'no fault' notices to vacate, such as sale, or landlord moving in.

The reasonable and proportionate test has been in place since 2021 and has had a significant change on the numbers of renters who are evicted.

This means that the renter's medical health, treatment and prospect of change in behaviour are all factors that can now be considered, as well as the impact and risk of the renter becoming homeless.

Eviction (cont.)



‘Threat and intimidation’ notice to vacate

This applies where the renter or their visitors have seriously threatened the landlord, real estate agent or their contractor.

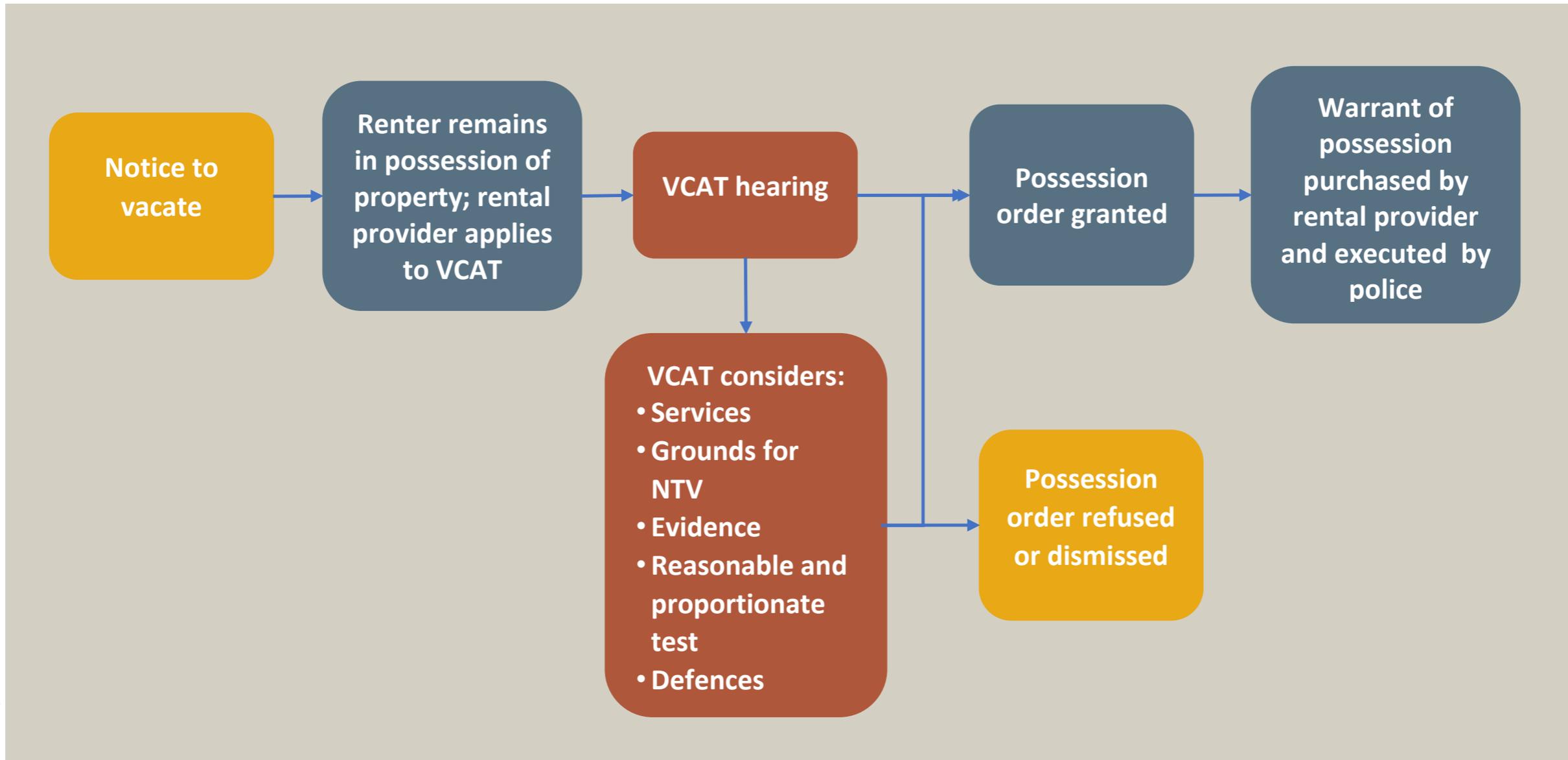
Compliance orders can be given instead of evictions in some circumstances – this is particularly relevant for complex behaviour matters

‘No pets’ notice to vacate

Despite the name, the notice can only be given where the renter refuses to remove the pet as required by an order of VCAT.

Direct discrimination can be a defence to certain ‘no fault’ notices to vacate, such as sale of the property or repairs and renovation

Eviction process



Rent arrears



If your rent is 14 days overdue, the landlord can give a 14-day notice to vacate.

Renters may get a payment plan if they can show VCAT that:

- They can continue to afford and pay the normal rent, and
- They can pay the rent off over a reasonable time

VCAT can either:

- Give a payment plan, or
- End the rental agreement:
 - VCAT can delay the purchase of the warrant to evict for up to 30 days

Overdue rent process



Since 2021, the law introduced a '5 strikes' framework.

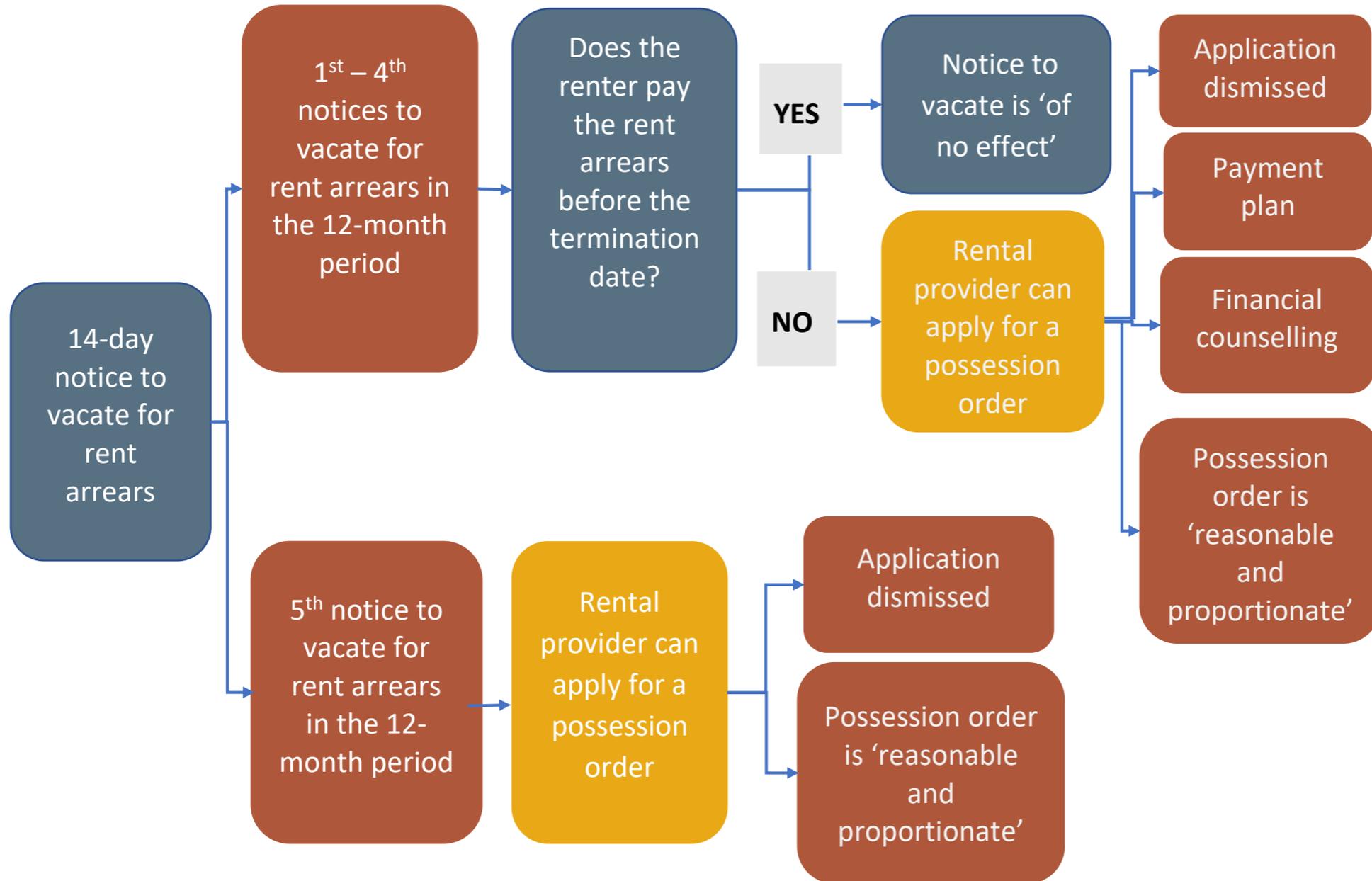
If a renter gets more than 4 notices to vacate in a 12-month period, VCAT cannot order a payment plan.

The 12 months resets on the anniversary of the start of the initial rental agreement.

Important: for any notice to vacate for rent arrears there is a risk that the renter will be evicted if they can no longer afford the rent.

For more information see: tenantsvic.org.au/advice/during-your-tenancy/rent-arrears/

Overdue rent



Starting a rental agreement



- All rental applications must be in prescribed form
- Rents must be advertised at a fixed price and rental bidding is banned
- There are mandatory disclosure requirements for landlords
- The new application form significantly restricts what information can be sought
- Application information provided must be destroyed or permanently deidentified
- Misleading and deceptive conduct can be a basis for termination or compensation
- There are now minimum standards for rental properties when advertised, and these continue to be developed to improve the quality and efficiency of rental homes
- Equal Opportunity Act and discrimination laws are incorporated into the Residential Tenancies Act
 - See also: [‘Shelter is a dignity’: towards antiracism practices in rental housing \(November 2025\)](#)
- A copy of the keys must be given to each person on the rental agreement
- Specialist Disability Accommodation (SDA) was moved from the Disability Act to the Residential Tenancies Act

During a rental agreement



- Clarification on the landlord's duty to ensure property is in good repair regardless of age or character of the dwelling
- Consent for pets cannot be unreasonably withheld
- Therapeutic animals given greater recognition
- Modifications to the home now have a legal framework – including energy efficiency, security and disability modifications:
 - VCAT applications must be heard within 5 days

During a rental agreement (cont.)



- Gas and electrical checks must be done every 2 years
- Appliance replacements must be energy efficient
- Landlords and renters may enter agreements on installing solar energy systems
- Photographs and video for sales campaigns are now permitted. The process for taking photos and objecting to their use is set out in the Act
- Renter compensation for open inspections when the rental is being sold
- Rental agreements must specify method of rent increase and rent can only be increased once every 12 months for most rental agreements

Ending your rental agreement during its term



- Renters have a greater ability to end the agreement without penalty if the renter needs care, support, or crisis accommodation or receives an offer of public or community housing
- If the landlord is selling, the renter can give a 14-day notice to vacate without penalty once the landlord has given a 'notice of intention to sell', except when the renter has been told the property would be sold before entering the agreement
- Consumer Affairs Victoria now issues guidelines in relation to rental issues that must be considered by VCAT when resolving disputes

Bonds, compensation and claims



The renter has a right to attend the final inspection with agent to complete exit condition report.

Claims to the RTBA

- Bond requests can be made directly to the Residential Tenancies Bond Authority (RTBA)
- Landlords cannot obtain any of the bond by claiming directly to the RTBA unless the renter agrees
- When a renter claims the bond from the RTBA it will be released – unless the landlord, or other person on the agreement, lodges an application to VCAT within 14 days of the claim
- An application by the landlord to the RDRV, will also function to prevent the bond being released directly from the RTBA until an agreement is reach or VCAT makes an order about the bond

Applications to VCAT



If people anticipate a dispute about the bond, both renters and landlords can make claims to VCAT via RDRV. A renter's claim for their bond is free.

Under the new laws there is no limitation period for compensation claims.

Previously, an application was required to be lodged with VCAT with 6 years of fault or issue. Actions in the Magistrates Court are still subject to a 6-year limitation.

Family violence



Family violence applications have been simplified. Creation or termination applications no longer require a ‘final intervention order’. These applications must now be heard in 3 days.

When VCAT terminates or creates a new tenancy under the family violence provision the alleged perpetrator can be required to pay the debt.

Family violence may be a defence to certain notices to vacate.

Modifications – including installing additional security measures and CCTV – can now be undertaken or cannot be unreasonably refused.

Victim survivors can seek protection for their share of the bond if there are liabilities related to family violence.

For more information see: [Tenants Victoria’s Family Violence Tenancy Kit](#)

→ Finding help



Finding help



Tenancy Assistance and Advocacy Program

Tenancy Assistance and Advocacy Program (TAAP) services assist renters in private rental housing and rooming houses. Find the service for the area you live in at the link below.

The program is part of Consumer Affairs Victoria, which regulates renting laws in this state.

[Tenancy Assistance and Advocacy Program providers - Consumer Affairs Victoria](#)

Tenancy Plus Support Program

Tenancy Plus aims to prevent homelessness and support renters to stay in housing. The program supports both public and community housing. Tenancy Plus support providers can work with renters to create a support plan that is tailored to their needs and goals.

[Tenancy Plus Support Program – Homes Victoria](#)

Finding help (cont.)



Community legal centres

These centres offer free legal advice and support for many matters. Find your closest community legal centre via the link below.

[Find a Community Legal Centre - Federation of Community Legal Centres \(fclc.org.au\)](https://www.fclc.org.au)

Victoria Legal Aid

Victoria Legal Aid offers legal representation and non-legal advocacy to those who need it most:

- [Legal Aid Help Line](#)
- See also [Help in your language](#)

Financial counselling



If you are a renter struggling to pay rent or bills, our confidential financial counselling service may be able to help.

This free service includes assistance with any matter in relation to debt such as:

- Overdue rent in current or previous rental property
- Utility debt in current or previous rental property – electricity, gas, phone, water
- Credit – such as loans, credit cards and consumer leases
- Fines
- Complaints about your utility or credit provider

We can also help you with:

- Assessing your current financial situation
- Managing your debt
- Advice and information on credit and bankruptcy
- Referring you to other services that may be able to help you

Contact our free financial counselling service via email: financialcounselling@tenantsvic.org.au

→ Questions?



Join our online community [@tenantsvic](#) [#relevanthashtag](#)



Renter Support Line

Phone: (03) 9416 2577
Monday to Friday, 9:30 am – 12:30 pm and
2:30 pm – 4:30 pm.

On Tuesdays we are now open until 6:30 pm

Closed on weekends and public holidays

**Approximate waiting time is more than
30 minutes.**

Calls are answered by renter rights officers
with specialist knowledge of Victorian
rental laws.

Community Worker Tenancy Service

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

To book a 30-minute call complete
the [community worker tenancy service
form](#).

Closed on weekends and public holidays.



Specialist community legal centre on tenancy matters
Level 6, 255 Bourke Street, Melbourne Victoria 3000
admin@tenantsvic.org.au | tenantsvic.org.au