

Published by the Eastern Area Tenants Service,
a publicly funded free service giving tenants advice
about their legal rights when renting their homes
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THE BOOT FACTOR

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BOARDING HOUSES: Long awaited rights for some

Parts of the NSW Government's Boarding Houses Act 2012 began coming into effect in early 2013, with the rest of the Act expected to roll out later in the year.

The Act will introduce the following improvements for lodgers in registerable boarding houses:

- A written agreement must be supplied;
- There will be a standard form agreement;



- House rules will need to be provided to lodgers before they move in;
- Receipts need to be provided to lodgers for all payments of money;
- Security deposits are limited to no more than 2 weeks board;
- Balance of security deposits to be returned to lodgers within 14 days after the agreement ends;
- No penalties are allowed for breaching the agreement;
- Lodgers are entitled to quiet enjoyment of the premises;
- Grounds for termination must be provided;
- Reasonable written notice is required to terminate;
- Utilities only to be charged to lodgers if this is disclosed at the start of the agreement and the charge is a reasonable measure of the lodger's use;
- The premises is to be reasonably clean, in a reasonable state of repair and reasonably secure;
- Four weeks notice for rent increases;
- Lodgers will be able to apply to the Consumer, Trader and Tenancy Tribunal to have their rights enforced, claim their security deposits and claim compensation

More at www.tenantsrights.org.au

HOUSING NSW Repairs

EATS has been involved in a campaign aimed at bringing attention to the inadequate state of repair of many Housing NSW properties. The campaign, called Get It Fixed! is an initiative of the Inner Sydney Tenants' Advice and Advocacy Service and aims to educate social housing tenants about their legal right to repairs and about the process to follow to get repairs done properly and expediently.

The Get it Fixed campaign was developed in response to growing concern that HNSW had cut

repairs funding. Tenants were advising that repairs that used to be done quickly were now being reclassified as scheduled works to be completed as part of long-term maintenance. Tenants were also complaining about poor work by tradespeople which resulted in numerous return visits to rectify bad jobs and the fact that tenants were experiencing long delays to get onto the repairs hotline.

More at www.tenantsrights.org.

ILLEGAL USE changes

A landlord can issue a tenant with a termination notice for illegal use of their premises. They can do this before an accused person is found guilty. A termination notice must give the tenant two weeks to move out. If they do not, the landlord can apply to the Consumer, Trader and Tenancy Tribunal for an order for termination.

One of the responsibilities of a tenant is to not use, or allow other people to use, the premises for any illegal purpose. The Residential Tenancies Act 2010 (NSW) separates illegal acts into two categories - the use of the premises for drug manufacture, sale, cultivation or supply and general illegal use, for example, storing stolen goods.

More at www.tenantsrights.org.au

SALE: photos and tenants goods

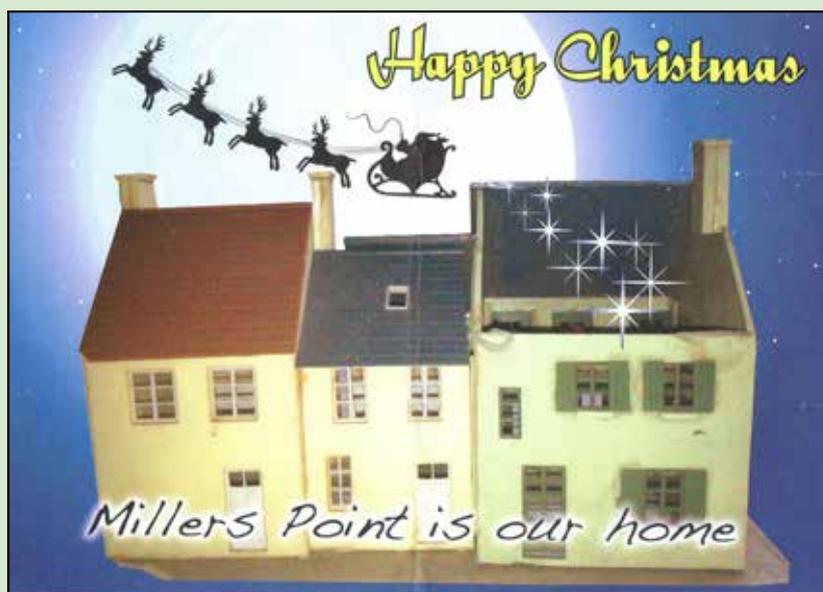
A landlord is able to show a property for sale at times that are agreed with the tenant or determined by the Consumer, Trader and Tenancy Tribunal. Landlords and agents are entitled to take photos of the premises as part of a sales campaign. But most tenant advocates agree that landlords or agents are not entitled to interfere with a tenant's possessions, to take photos or publish pictures of the tenant's possessions without the tenant's agreement.

In all matters like this, it is always best for all parties to reach an agreed outcome. However, tenants should know their legal rights.

If a tenant does not want their possessions used in photographs, the simplest way to make sure this does not happen is to cover your goods with a sheet or something similar when the photographs are being taken.

More at www.tenantsrights.org.au

PUBLIC HOUSING: Demolition by neglect?



Over 600 public housing households in Millers Point and the Rocks face an uncertain future, as the state government considers the future of public housing in the area.

Tenants have condemned the uncertainty, and those who favour breaking up their 200 year old community in favour of wealthy vested interests. Many say they are prepared to fight to keep their homes and their community.

Housing NSW says that if the public housing in the area is sold off, the money will be used to purchase more housing elsewhere. Tenants say the government's deliberations take no account of their unique and long standing community.

Millers Point has been a working class community in Sydney since soon after white settlement. For decades the area has held public and low cost housing, owned over the years by Housing NSW, the Maritime Services Board and private landlords operating out of the MSB premises.

More at www.tenantsrights.org.au



SUBTENANCIES: Get it in writing

Subtenants without a residential tenancy agreement used to have access to rights and protections under NSW tenancy law. Now under s.10 of the Residential Tenancies Act 2010, subtenants without a written agreement who live with a head tenant who is on a residential tenancy agreement themselves, have no legal status as tenants and cannot use the tenancy laws to protect themselves.

People who sublet, including young people, local and international students, overseas visitors and single people of all ages, cannot afford to take on the full cost of a tenancy alone. Most of these renters are already vulnerable, and s. 10 makes them even more so by failing to provide legal redress when they have a dispute with their head tenants.

The worst areas of exploitation involve money. Many subtenants have difficulty getting their bonds

returned; they are sometimes charged excessive fees for utilities or are made to pay penalties that tenants do not have to pay. Subtenants can also find the living arrangements aren't what they thought they would be, e.g. having to share a room. People who sub let are also vulnerable to being evicted without notice.

Sometimes strong evidence of an arrangement can be enough to get over the written residential tenancy agreement threshold. If there is email correspondence between the person wishing to sublet and the head tenant, for instance, that discusses the room that the person will let, the address of the property, the rent and bond to be paid and the duration of the arrangement, this might be enough to show that the person is, in fact a subtenant. If you are subletting and are not sure about your legal status, give EATS a call.

More at www.tenantsrights.org.au

BEDBUGS: making a comeback



***Good night, Sleep Tight
Don't let the Bed bugs bite
And if they do, Take your Shoe
Beat them till They're black and blue.***

Bedbugs were a problem all around the world until the middle of last century. According to the Department of Medical Entomology at Westmead Hospital, they have been making a big comeback in recent years, due to increasing international travel.

Bedbugs can give you irritating bites and lead to allergic reactions in some people. Whacking bedbugs with an old boot is not the recommended treatment. Neither is the old codgers' remedy of standing your bed legs in tins of kerosene. If you suspect bed bugs in your place, the best way to get rid of them is by using licensed pest exterminators, but be aware that the little buggers are hard to kill – a full course of treatment is the safest way to go. That will often mean two visits by the exterminators.

More at www.tenantsrights.org.au

RENT ARREARS: Second chance

The Residential Tenancies Act 2010, which came into force last year, has changed the way that the Consumer, Trader and Tenancy Tribunal deals with rent arrears termination applications.

Previously there was nothing in the law to save a tenancy when rent arrears were paid after the Tribunal had made orders for termination. It was up to the landlord to decide whether they would allow the tenant to stay.

Now there are two types of termination orders for rent arrears. The new orders depend on whether the tenant has a history of rent arrears or not.

Now under s. 89(2) of the Act if a tenant pays the full amount of rent owing or enters into a payment plan which the landlord agrees to, at any time up until the sheriff comes, the termination order ceases to have effect. This only applies in cases where the tenant does not have a history of rent arrears.

If the tenant has a history of rent arrears, a landlord can apply for a termination order under s. 89(5). If a history of arrears is established the tenant may not be able to pay to stay.

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For FREE information and advice for tenants call
Eastern Area Tenants Service on

9386 9147

Monday 9 – 3
Thursday 9 – 1

Tuesday 11 – 5
Friday 9 – 1