

CONSUMER AFFAIRS ADVICE

YOU HAVE NOW MOVED INTO YOUR HOUSE

PAYING THE RENT

Always pay your rent on time. If you do not, you can be required to move out, even if you are only 2 weeks behind in the rent, and do not quickly pay what is owing after you get a notice from the landlord or agent. If you pay in person by cash make sure you get a receipt signed by the landlord/agent.

The receipt should show:

- your name as the tenant and the name of the landlord/agent;
- the address of the place you are renting;
- the amount of rent and period of time that the rent covers;
- the date when the rent was paid and that it is a receipt for the rent.

The landlord must keep a written record of the rent you have paid.

YOUR RIGHTS AND RESPONSIBILITIES UNDER THE TENANCY AGREEMENT

It is important for you to keep the place that you are renting reasonably clean, including the garden. You must immediately let the landlord/agent know of any repairs that are needed or damage that has been caused.

Whilst in your rented place you have the right to peace, comfort and quiet, and you must also allow your neighbours to enjoy peace and quiet.

This includes no loud music, noisy cars, noisy visitors, or people causing a nuisance. If you do too much of any of these things, the landlord/agent or a neighbour can apply to the local court and have you moved out of the house.

SOMETHING IS BROKEN AND NEEDS URGENT ATTENTION

For emergency repairs such as:

- a burst water service or a blocked or broken toilet;
- a serious roof leak;
- a gas leak or a dangerous electrical fault;
- flooding, serious flood damage, storm or fire damage;
- a failure or breakdown of any essential service on the premises for hot water, cooking, heating or laundering; or any fault or damage that causes the place to be unsafe,

You must tell the landlord/agent immediately, in writing, that urgent repairs are required.

Within 5 working days after you told the landlord/agent of the fault, he should have fixed the problem or told you what arrangements he has made to do the repairs.

If you are having problems getting the landlord/agent to carry out the repairs you can telephone Consumer Affairs on 1800 019 319 (toll free) for advice. The Commissioner of Tenancies may be able to order the repairs to be done.

Do not stop paying the rent during this time, otherwise you could be moved out of the house.

SOMETHING HAS BROKEN DOWN AND YOU NEED TO GET IT FIXED

The tenancy agreement tells you what the landlord should do about repairs.

The landlord must make sure that the place offered for rent is reasonably clean and fit to live in at the start of the tenancy. The landlord must also maintain the place in a reasonable state of repair.

You must tell the landlord/agent as soon as possible that repairs are needed.

HOW TO GET A REPAIR ORGANISED BY THE LANDLORD/ AGENT

You can either write to the landlord/agent or speak to them in person or on the phone about the problem. Keep a record of when you do this (date and time).

If the repairs haven't been fixed in a reasonable time, contact the landlord/agent again. If you still can't get the repairs done, you can telephone Consumer Affairs on 1800 019 319 (free call) for advice. The landlord can be ordered to have the repairs done.

Do not stop paying the rent during this time, otherwise you could be moved out of the house.

LANDLORD/AGENT INSPECTIONS

From time to time the landlord or agent may wish to come and inspect the property you are renting, to make sure that it is being kept clean and that there is no damage.

By law they have the right to enter your rented house, BUT, they can't just walk in. If they want to carry out an inspection, they **must** give you 7 days notice and they can only do this once in every 3 months.

If they want to carry out repairs to your rented house they **must** give you 24 hours notice.

The real estate agent can enter the place without giving you notice only if:

- they believe that you have left the place;
- there is an emergency; or
- the Commissioner of Tenancies has ordered access.

THE LANDLORD/AGENT WANTS TO INCREASE YOUR RENT

During a 'fixed term' tenancy, (that is you have signed a tenancy agreement for a period of months) a landlord/agent can only increase the rent if the agreement allows it and the way the increase is calculated is written in the agreement.

Before the rent is increased you must be given 30 days notice in writing. The notice also must show you the amount of the rent increase and the day the increase is due.

This information is provided as a guide only, and tenants are urged to contact Consumer Affairs for further information on their rights and responsibilities under the Residential Tenancies Act.

Consumer Affairs,
Old Admiralty Towers, 68 The Esplanade, GPO Box 1722, Darwin NT 0801

Phone: 1800 019 319

Email: consumer@nt.gov.au

Web site: consumeraffairs.nt.gov.au

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