



## Sharing Accommodation Legal Issues and Prevention of Disputes

This information sheet will provide you with the terms and conditions your accommodation provider is legally obliged to follow. If this person is not the property owner, they cannot normally sublet the property to you without the permission of the owner/agent.

### Are you covered by the Residential Tenancies Act?

If the person you intend sharing the property with actually owns the property, you may be viewed as a boarder or lodger in the eyes of the legal system, and as such you would not be covered by the Residential Tenancy Act (RTA). Equally, if the person you intend to rent the property from is a tenant themselves but is offering the room to you on the basis of 'Full Board' you may still be viewed as a boarder or lodger. This means that if a dispute arises the protection offered to a boarder or lodger is not as extensive as that offered to a tenant covered by the RTA.

You should read the Department of Consumer and Employment pamphlet 'Boarders and lodgers' to help you determine if your accommodation arrangement is covered by the Residential Tenancies Act or not. This pamphlet is available from the Housing Service, or can be viewed on the internet at [http://www.docep.wa.gov.au/cp/dev\\_publications/pdfs/boarders\\_lodgers.pdf](http://www.docep.wa.gov.au/cp/dev_publications/pdfs/boarders_lodgers.pdf)

The Housing Officer advises owners who list their property with the Housing Service to follow the guidelines of the Residential Tenancies Act, even though they are not necessarily subject to the conditions of the Act. [TASWA](#) produce [information sheets](#) relating to the RTA.

### CONDITIONS OF TENANCY

**Bond:** The [bond](#) (no more than four weeks rent) should be deposited into a bank account known as a "Tenancy Bond Account" with the tenant and the accommodation provider as joint signatories or with the Bond Administrator. This must be done within 14 days of payment. **Ensure that you receive a receipt.** A '[Record of Payment of Security Bond](#)', should be completed by the accommodation provider and given to you within 28 days. At the end of the tenancy the bond should be refunded to you less any money you have agreed should be deducted for damages. **NEVER sign a blank or partially completed 'Disposal of Bond Form'**. Only sign the form when both you and the accommodation provider agree on the refund amount.

**Rent:** The accommodation provider may request two weeks rent in advance. All rent receipts must be issued within three days of payment, clearly stating tenant's name, date of payment, rental period covered, amount paid and the address of the premises unless the payments are paid directly into the accommodation provider's bank account by the tenant.

See the [DOCEP website for more details about Bonds and rent](#).

**Under no circumstances can the rent be increased more than once every six months. Sixty days notice must be given.**

**Tenancy Agreement:** It is good practice to put in writing clear expectations of both the accommodation provider and the tenant. A suggested agreement is attached. Make sure you receive a copy of the signed agreement.

**Ending the Agreement:** Tenancy agreements may be ended by mutual consent in writing or a fixed term can be agreed to at the beginning of the tenancy. However, if this issue is not negotiated at the commencement of the tenancy and you wish to vacate, and provided you have not breached any conditions of the agreement, you can give 21 days written notice. Similarly in these circumstances, if the accommodation provider wishes you to leave and you have not breached the agreement, the accommodation provider must give you 60 days written notice. However, if you have breached the terms of your agreement e.g. not paid your rent, action may be taken against you.

**Penalties:** Penalties can apply to accommodation providers who fail to comply with the Residential Tenancies Act (1987).

**Property Condition Report (PCR):** It is a good idea to obtain a PCR on the premises from the accommodation provider. It should list the contents and their condition (e.g. items which are broken or in poor condition such as a cracked wall or stained carpet). If a report is not prepared, do one yourself and if the accommodation provider refuses to sign it, ask an independent person to do so. This report protects you from paying for damages for which you were not responsible. A sample PCR can be obtained from the Housing Office.

**Bill Paying:** Mutually agree upon how bills such as gas, electricity, telephone and water will be paid (e.g. \$ per week or % of the account).

**Roster/Cleaning:** Establishing a roster system is a good way to ensure that household jobs are shared equally. (However rosters only work if they are fair and everyone has input into drafting them).

**Vacation Costs:** As the weekly rent will remain the same during vacation, you will most likely still need to continue paying your share even if you are not occupying the room. However you should still approach the accommodation provider to see if you can successfully negotiate a reduced rent during this period.

### **Some Tips on Preventing Co-Tenant Disputes**

Co-tenant disputes are quite common in share housing. The Residential Tenancies Act does not incorporate remedies to settle disputes between co-tenants. Similarly the Tenants Advice Service will not usually comment on co-tenant disputes. Drafting a simple "Accommodation Agreement" when you first move in often prevent disputes occurring later on, when everyone is relying on their memory for the issues discussed and agreed to months earlier. Therefore it is best to try and avoid co-tenant disputes in the first place!

Choose your housemates carefully. What sort of household do you want to live in? There are some questions you can ask when you meet your prospective housemates. Is it important that you live in a quiet, studios house?

### **Remember your "best friend" does not necessarily make the "best housemate"!**

Be tolerant and learn to compromise. Remember day to day disputes will occur wherever you are living so try to keep an open mind and communicate early any problems you have with the other people. Talking things over early will often prevent a problem getting blown up out of proportion.

If there is anything in the relationship between you and your housemates or you and your landlord that is worrying you, or if you have any difficulties with any aspect of your accommodation needs or just want more information, please do not hesitate to contact the Housing Officer in Student Services. Or for help and advice on housing issues, contact the Tenants' Advice Service (TASWA) on Ph 9221 0088 or Freecall 1800 621 888 or visit: [http://www.taswa.org/tenancy\\_advice.htm](http://www.taswa.org/tenancy_advice.htm)

### **UWA Student Services**

**2<sup>nd</sup> Floor, South Wing, Guild Village**

Please do not hesitate to come and see us to find out more about any of our services

To make an appointment please call **08 6488 2423** or email: [housing@uwa.edu.au](mailto:housing@uwa.edu.au)

Visit our website at: <http://www.studentservices.uwa.edu.au/ss/housing>

**Got a Question? Find the Answer....@ [www.ipoint.uwa.edu.au](http://www.ipoint.uwa.edu.au)**