

New Updates to Rental Laws

There have been many updates to rental laws in Victoria that aim to increase the rights and responsibilities. Over 130 reforms will come into effect from March 21st 2021. More than a quarter of all Australian's rent so it has been a priority to make sure they feel 'at home' while renting and that their rights are well protected.

The new laws cover the entire renting process from application to leaving the property.

Firstly Landlords are now to be called rental provider and tenants have been renamed renters. Main changes come in relation to areas such as rooming houses, family violence and are inclusive of caravan parks and movable dwellings.

Notices to Vacate for "no reason" can no longer be issued, the process for Notices to Vacate for late payment of rent have changed and there are new guidelines that may assist rental providers in deciding whether to give a new Notice to Vacate for endangerment. Rental providers must provide a key to each individual that will be living on the property and renters may now make minor modifications to a property without applying for permission. For full details on that change see the link below.

Under the new rental laws, a rental provider (landlord) or agent must only offer a property for rent at a fixed price, they are no longer allowed to include price ranges on the listing or request or solicit higher bids for rental properties.



There is now a new process for repeated late or non payment of rent. A rental provider can give a renter a 14-day notice to vacate for unpaid rent when the renter owes 14 days rent or more. But if the renter pays the overdue rent owed within the 14-day notice period, the notice to vacate has no effect. This applies to the first four times in a 12-month period that a renter is given a notice to vacate. When

the notice to vacate has no effect, this means that the eviction process does not continue (the rental provider cannot apply to VCAT for a possession order), and the renter continues to live in the property. If the renter receives a fifth strike (notice to vacate for unpaid rent) in a 12-month period, the notice to vacate is valid regardless of whether the renter pays back the rent owed within the 14-day notice period. If the renter does not vacate within the 14-day notice period, the rental provider can apply to the VCAT for a possession order, meaning the renter can be evicted. VCAT cannot dismiss the application on grounds that the renter can pay off the rent on a payment plan. VCAT must still consider whether eviction would be reasonable and proportionate.

VCAT will now be responsible to dealing with family violence and can decide on terminations of rental agreements and vacating offending family members based off incidents. They can also serve notices in relation to violent family members, the allowance off violence and will send representative's to collect belongings of anyone who has been vacated due to violent offences.

Main maintenance activities areas:

Urgent repair definitions have now been extended. There are 5 main areas that a rental provider will be responsible for with laws tightening on time limits that fixtures must be made and extra costs that will be covered by the rental provider.



1. Electrical activities
2. Gas safety activities
3. Smoke alarm safety activities
4. Swimming pool barrier safety activities
5. Bushfire-prone area activities

VCAT will also take responsibility in considering the new guidelines when it comes to urgent repair disputes. There will be liability charges including covering of bills, for example water on a leaking pipe if repairs aren't made.

The Government assures it will be supportive of Rental providers and renters through the entire process. Most of the basic standards are already met in Australia but these new laws have been put in place to ensure the standards of fairness and quality. A full list of all changes and additional information is available on the Victorian Government website.

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