



Lifestyle Villages

From 9 May 2015 the *Residential Tenancies Act 1995* will apply specifically to no premium retirement villages, commonly known as lifestyle villages. This means that there will be requirements in relation to rental agreements, bond lodgement and refunds, inspection times, repairs and maintenance, dispute resolution and a range of other matters.

Tenancy agreements

A tenancy agreement (also called a lease) is a legally binding contract. Don't sign a lease if you don't understand part of it. There are two types of agreements.

A **fixed agreement** is for a set period of time (e.g. 12 months). If you want to move out before the end of the agreement, you may be liable for advertising costs, re-letting fees and even rent until a new tenant is found. If you or the landlord want to end the agreement at the end of the term, at least 28 days written notice must be given to the other party. If notice is not given the agreement continues as a periodic tenancy.

A **periodic agreement** has no specific end date. When you wish to leave you must give notice in writing (21 days or a period equivalent to the rental period). The landlord may give you notice if they wish to end the agreement (60 days for a specific reason, or 90 days for no reason).

Moving in

The day you move in the landlord must give you two copies of a completed inspection sheet. If something is dirty or broken, note it on the inspection sheet. Once you have recorded the condition of the property on the inspection sheets, you must sign both copies. Give one copy to the landlord and keep a copy for yourself. Some people take photos as proof of the condition of the property.

It is the landlord or owner's responsibility to provide the property in a reasonable state of repair, having regard to the age of the premises. It is your responsibility to keep the premises clean.

Rental bond

You may be asked to pay a bond. If the rent is:

- **\$250 per week or less** the bond can be equal to (or less than) 4 weeks rent.
- **over \$250 per week** the bond can be equal to (or less than) 6 weeks rent.

The landlord must lodge the bond with Consumer and Business Services within 2 weeks (or within 4 weeks if the landlord has an agent). The landlord must give you a receipt within 48 hours.

At the end of your tenancy, you should arrange for the bond to be refunded. If there is no damage, rent owed or other liability, the bond can be refunded to you.

(Note: Housing SA may be able to assist you with paying a bond. Phone 131 299.)

The landlord's obligations

The landlord must give you:

- a copy of the signed lease (if the agreement is in writing)
- a written guide about the rights and obligations of the tenant and landlord
- manuals/instructions on how to use certain domestic appliances (e.g. an air conditioner) and these items must be listed in the tenancy agreement
- receipts for all rent you pay, unless you pay it into an account kept by the landlord
- inspection sheets – to record the condition of the premises.

The landlord must also:

- make sure the property is clean and in reasonable condition when you move in
- give you notice before entering the property (unless it is an emergency)
- make sure the property has good locks and is reasonably secure
- repair the property when needed (but if you cause any damage, you may have to pay)
- not interfere with your quiet enjoyment of the property.

The tenant's obligations

As a tenant you must:

- pay the rent in advance and on time
- keep the property clean
- report damage or repair needs to the landlord
- not use or allow anyone else to use the property for an illegal purpose
- seek the landlord's approval if you wish to keep pets, invite other people to live at the property or make changes to the property
- not cause damage to the property
- not make excessive noise or affect the comfort or privacy of your neighbours.

Rent increases

Rent cannot increase until at least 12 months has passed since the last rent increase (or the start of the rental agreement). The landlord must give you at least 60 days written notice before increasing the rent.

During a fixed agreement rent cannot increase, unless the agreement says there can be an increase.

If both parties agree, rent can increase at any time (e.g. if there was no air conditioning at the start of the agreement but the landlord agrees to install a system). This agreement should be in writing.

Renting problems

If you have a dispute with your landlord, contact Consumer and Business Services. We can provide information about your rights and responsibilities and recommend options to help resolve the dispute. If a suitable outcome is not found, you can apply to the South Australian Civil and Administrative Tribunal (SACAT). SACAT will make a decision and issue a binding order.

For further information:

Consumer and Business Services
Customer Service Centre
91 Grenfell Street, Adelaide SA 5000
Tel: 131 882

Renting information is available at www.sa.gov.au/tenancy/renters

The information provided on this sheet is of a general nature only and should not be regarded as a substitute for legal advice and/or reference to the appropriate legislation.