

**Authorised Version No. 001**  
**Residential Tenancies Regulations 2021**

**S.R. No. 3/2021**

Authorised Version incorporating amendments as at  
29 March 2021

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**1 Objective**

The objective of these Regulations is to prescribe matters authorised or required to be prescribed under the **Residential Tenancies Act 1997**.

**2 Authorising provision**

These Regulations are made under section 511 of the **Residential Tenancies Act 1997**.

**3 Commencement**

These Regulations come into operation on 29 March 2021.

**4 Revocation**

The Residential Tenancies Regulations 2019<sup>1</sup> are **revoked**.

**5 Definitions**

In these Regulations—

**BCA** means the Building Code of Australia;

**BCA Volume One** means Volume One of the National Construction Code Series including any variations or additions in the Victoria Appendix set out in Schedule 1 to that Volume;

**BCA Volume Two** means Volume Two of the National Construction Code Series including any variations or additions in the Victoria Appendix set out in Schedule 1 to that Volume;

***Building Code of Australia*** has the same meaning as it has in section 3(1) of the **Building Act 1993**;

***Class 1 building*** has the same meaning as it has in the Building Code of Australia;

***Class 2 building*** has the same meaning as it has in the Building Code of Australia;

***cultivate***, in relation to a drug of dependence, has the same meaning as it has in section 70(1) of the **Drugs, Poisons and Controlled Substances Act 1981**;

***drug of dependence*** has the same meaning as it has in section 4(1) of the **Drugs, Poisons and Controlled Substances Act 1981**;

***electrical safety check*** means a check of all electrical installations, fixtures and fittings carried out in accordance with section 4 of AS/NZS 3019 "Electrical installations—Periodic verification", as published or amended from time to time;

***gas safety check*** means—

- (a) the following gas installation checks—
  - (i) that LPG cylinders and associated gas components are installed correctly;
  - (ii) that appliance gas isolation valves are installed where required by AS/NZS 5601.1 "Gas installations", as published or amended from time to time;
  - (iii) that gas appliances and their components are accessible for servicing and adjustment;

- (iv) that the gas installation is electrically safe;
  - (v) that clearances from appliances to combustible surfaces are in accordance with installation instructions and AS/NZS5601.1 "Gas installations", as published or amended from time to time;
  - (vi) that there is adequate ventilation for appliances to operate safely;
  - (vii) that gas appliances (including cookers) are adequately restrained from tipping over;
  - (viii) checking the condition of gas appliance flue systems including chimneys;
  - (ix) checking gas appliances for evidence of certification; and
- (b) testing gas installations for leakage; and
- (c) servicing gas appliances as follows—
- (i) a clean of all dust and debris from appliances including burner, pilot, fan, filters and air intakes;
  - (ii) a check of the integrity of the heat exchanger;
  - (iii) a check of the gas supply and appliance operating pressures;
  - (iv) a check that the gas appliance burner ignition is reliable and complete;
  - (v) a check for any gas appliance flame abnormality;

- (vi) a check of the operation of the gas appliance, including safety devices;
- (vii) a combustion spillage test in accordance with Appendix F of AS4575 "Gas appliances— Servicing of Type A appliances", as published or amended from time to time, after service or repair of the heater;

***habitable room*** has the same meaning as it has in the Building Code of Australia;

***municipal building surveyor*** has the same meaning as it has in section 3(1) of the **Building Act 1993**;

***national broadband network*** has the same meaning as it has in section 5 of the National Broadband Network Companies Act 2011 of the Commonwealth;

***National Construction Code Series*** has the same meaning as it has in section 3(1) of the **Building Act 1993**;

***owners corporation*** has the same meaning as it has in section 3 of the **Owners Corporations Act 2006**;

***pool barrier compliance check*** means an inspection of a swimming pool barrier that resulted in a certificate of pool and spa barrier compliance being issued for that barrier in accordance with Division 5 of Part 9A of the Building Regulations 2018;

***registered housing association*** has the same meaning as it has in section 4(1) of the **Housing Act 1983**;



*registered housing provider* has the same meaning as it has in section 4(1) of the **Housing Act 1983**;

*registered place* means a place included in the Heritage Register within the meaning of section 3(1) of the **Heritage Act 2017**;

*relevant building surveyor* has the same meaning as it has in section 3(1) of the **Building Act 1993**;

*relocatable swimming pool* has the same meaning as it has in section 3(1) of the **Building Act 1993**;

*swimming pool* has the same meaning as it has in section 3(1) of the **Building Act 1993**;

*the Act* means the **Residential Tenancies Act 1997**;

*traffick*, in relation to a drug of dependence, has the same meaning as it has in section 70(1) of the **Drugs, Poisons and Controlled Substances Act 1981**;

*water efficient shower head* means a shower head with a water efficiency rating of 3 stars or greater as determined in accordance with AS/NZS 6400, "Water efficient products—Rating and labelling", as issued, published or remade from time to time.

## 6 Temporary crisis accommodation

\* \* \* \* \*

Reg. 6(1)  
revoked by  
S.R. No.  
21/2021  
reg. 5(1).

- (2) For the purposes of paragraph (d) of the definition of *temporary crisis accommodation* in section 3 of the Act, accommodation is prescribed to be

temporary crisis accommodation if it is accommodation which is provided—

Reg. 6(2)(a)  
substituted by  
S.R. No.  
21/2021  
reg. 5(2).

- (a) for a person—
  - (i) experiencing homelessness or at risk of experiencing homelessness; or
  - (ii) being subjected to family violence or at risk of being subjected to family violence; and
- (b) by a person or body which receives funding on the direction of the Minister for Housing or the Minister for Prevention of Family Violence for the purpose of providing such accommodation.

Reg. 6(2)(b)  
substituted by  
S.R. No.  
21/2021  
reg. 5(2).

## 7 Urgent site repairs

For the purposes of the definition of *urgent site repairs* in section 3 of the Act, the following are prescribed as urgent repairs to a site or a Part 4A site—

- (a) any fault or damage which makes the site or Part 4A site unsafe, unsecure or uninhabitable, including serious flood, storm, or fire damage to the site or Part 4A site, or to a structure or fixture on the site or Part 4A site that is owned by a caravan park owner or site owner;
- (b) any failure or breakdown of gas supply, electricity supply, water supply or sewerage access to, under or affecting a site or Part 4A site;
- (c) any fault or damage that impedes safe access to a site or Part 4A site;
- (d) subsidence of a site or Part 4A site.

## **8 Residential agreements**

For the purposes of section 14(2) of the Act, a residential rental agreement is a prescribed agreement if—

- (a) the residential rental provider is the Director of Housing; and
- (b) the residential rental agreement arises because the renter was directly affected by the bushfires that occurred in Victoria in January and February 2009.

## **9 Educational institutions—formal affiliation criteria**

For the purposes of section 21(3) of the Act, the prescribed criteria are in Schedule 2.

## **10 Standard form residential rental agreements**

- (1) For the purposes of section 26(1) of the Act, the prescribed standard form is Form 1 in Schedule 1.
- (2) For the purposes of section 26(1A)(b) of the Act, the prescribed standard form is Form 2 in Schedule 1.
- (3) For the purposes of section 26(1B) of the Act, the prescribed standard form is Form 1 in Schedule 1.

Reg. 10(3)  
inserted by  
S.R. No.  
21/2021 reg. 6.

## **11 Prohibited terms**

For the purposes of section 27B(1)(g) of the Act, the following are prescribed prohibited terms—

- (a) a term which binds the renter to a contract that the renter did not agree to in writing, after having an opportunity to review the contract, before entering into the residential rental agreement;

- (b) a term which requires the renter to indemnify the residential rental provider;
- (c) a term which prevents the renter from making a claim for compensation because the rented premises is not available on the commencement date of the residential rental agreement;
- (d) a term which requires the renter to pay rent in advance by a payment method which requires additional costs (other than bank fees or account fees payable on the renter's bank account);
- (e) a term which requires the renter to use the services of a third party service provider nominated by the residential rental provider other than an embedded network;
- (f) a term which imposes fees for, or delegates, safety-related maintenance that is the responsibility of the residential rental provider;
- (g) a term which makes the renter liable for the residential rental provider's costs of filing an application at the Tribunal;
- (h) a term which makes the renter liable by default for an insurance excess to be paid under an insurance policy of the rental provider;
- (i) a term which imposes fixed fees for terminating a residential rental agreement early, unless the basis for calculating the fixed fees has been set out in the agreement.

## **12 Professional cleaning**

- (1) For the purposes of section 27C(1)(a) of the Act, the following term is prescribed—

The residential rental provider must not require the renter to arrange professional cleaning or cleaning to a professional standard at the end of the tenancy, unless—

- (a) professional cleaning or cleaning to a professional standard was carried out to the rented premises immediately before the start of the tenancy and the renter was advised that professional cleaning or cleaning to a professional standard had been carried out to those premises immediately before the start of the tenancy; or
  - (b) professional cleaning or cleaning to a professional standard is required to restore the rented premises to the same condition they were in immediately before the start of the tenancy, having regard to the condition report and taking into account fair wear and tear.
- (2) For the purposes of section 27C(1)(b) of the Act, the following term is prescribed—

The renter must have all or part of the rented premises professionally cleaned, or pay the cost of having all or part of the rented premises professionally cleaned, if professional cleaning becomes required to restore the premises to the condition they were in immediately before the start of the tenancy, having regard to the condition report and taking into account fair wear and tear.

## **13 Safety-related activities**

For the purposes of section 27C(2) of the Act, the prescribed terms are in Schedule 3.

**14 Statement of information for rental applicants**

For the purposes of section 29C of the Act, the prescribed information is in Form 3 in Schedule 1.

**15 Information which residential rental provider must not require rental applicant to disclose**

For the purposes of section 30C of the Act, the following information is prescribed—

- (a) whether or not the applicant has previously taken legal action, has been a respondent to legal action, or has had a dispute with a residential rental provider, rooming house operator, caravan owner, caravan park owner, site owner or SDA provider;
- (b) the applicant's rental bond history, including whether the applicant has had a claim made on their bond;
- (c) a statement from a credit or bank account containing daily transactions;
- (d) any information about the applicant that relates to a protected attribute under section 6 of the **Equal Opportunity Act 2010**, unless the reason that the information is required is provided in writing.

**16 Information which residential rental provider must disclose to rental applicant**

- (1) For the purposes of section 30D(d) of the Act, the prescribed details are—
  - (a) the ABN and trading name of the embedded network operator; and
  - (b) the contact details, including any phone number and website address of the embedded network operator; and

- (c) the electricity tariffs and all associated fees and charges that may apply to the customer in relation to the sale of electricity, or where that information can be accessed.
- (2) For the purposes of section 30D(e) of the Act, the following information is prescribed—
- (a) if the rented premises or common property is known by the residential rental provider to have been the location of a homicide in the last 5 years;
  - (b) if the rented premises comply with the rental minimum standards;
  - (c) on and from 31 December 2021, if the residential rental provider has received a repair notice, in the last 3 years, relating to mould or damp in the premises caused by or related to the building structure;
  - (d) the date of the most recent gas safety check, electrical safety check, and pool barrier compliance check, if required, for the rented premises;
  - (e) any outstanding recommendations for work to be completed from a gas safety check and electrical safety check;
  - (f) if the rented premises is a registered place;
  - (g) if the rented premises is known by the residential rental provider—
    - (i) to be contaminated because of prior use of the rented premises for the trafficking or cultivation of a drug of dependence in the last 5 years; or
    - (ii) to have friable or non-friable asbestos based on an inspection by a suitably qualified person; or

- (iii) to be affected by a building or planning application that has been lodged with the relevant authority;
- (h) if the rented premises or common property is known by the residential rental provider to be the subject of any notice, order, declaration, report or recommendation issued by a relevant building surveyor, municipal building surveyor, public authority or government department relating to any building defects or safety concerns associated with the rented premises or common property at the time of disclosure, a description of the notice, order, declaration, report or recommendation;

**Example**

Any building notices or orders, reports or recommendations issued by the Victorian Building Authority, local councils, relevant building surveyors, or municipal building surveyors that relate to any building defects or safety concerns such as the presence of combustible cladding, water leaks or structural issues affecting the rented premises or common property.

- (i) if there is a current domestic building work dispute under the **Domestic Building Contracts Act 1995** which applies to or affects the rented premises;
- (j) if there is a current dispute under Part 10 of the **Owners Corporations Act 2006** which applies to or affects the rented premises;
- (k) a copy of any owners corporation rules applicable to the rented premises.



**17 Amount of rent for which maximum bond does not apply**

For the purposes of section 31(3) of the Act, the prescribed amount is \$900.

**Note**

Sections 34(1)(a) and 40 of the Act refer to the amount prescribed by this regulation.

**18 Form of condition report**

For the purposes of section 35(1B) of the Act, a condition report is in the prescribed form if it contains the information in Form 4 in Schedule 1.

**19 Payment methods for rent**

For the purposes of section 42(5) of the Act, the prescribed payment method is electronic funds transfer.

**20 Exemption from receipts for rent**

- (1) For the purposes of section 43(4) of the Act, the Director of Housing or an agent of the Director of Housing is prescribed as a person who is exempt from the requirements of section 43(1), (2) and (3) of the Act.
- (2) Despite subregulation (1), if the Director of Housing or an agent of the Director of Housing gives a receipt for payment of rent under a residential rental agreement, the receipt must—
  - (a) be in writing; and
  - (b) state—
    - (i) particulars sufficient to identify the renter and the rented premises; and
    - (ii) the date of receipt; and
    - (iii) the amount paid; and
    - (iv) the fact that the payment is for rent.

## **21 Form of notice of rent increase to renter**

For the purposes of section 44(1) of the Act, the prescribed form is Form 5 in Schedule 1.

## **22 Utility charges**

For the purposes of section 53(1)(h) of the Act, the prescribed charges are—

- (a) all charges relating to the pumping out and cleaning of sewage and septic tanks that is required for reasons other than damage caused by the renter; and
- (b) all costs and charges with respect to the initial installation of fixed internet and telecommunications connections to the rented premises, including through the national broadband network; and
- (c) all cartage charges for refilling fire safety water tanks; and
- (d) all cartage charges for drinking water unless the charges are related to the amount of water supplied to the rented premises during the renter's occupation.

## **23 Efficiency rating systems**

(1) For the purposes of sections 54(1), 69 and 72(3) of the Act, the following systems of rating the efficiency of any appliances, fixtures and fittings are prescribed—

- (a) for the water efficiency of an appliance, fixture or fitting, the WELS scheme in the **Water Efficiency Labelling and Standards Act 2005**;
- (b) for the energy efficiency of a non-ducted air conditioner or heat pump, the Minimum Energy Performance Standards within the meaning of the Greenhouse and Energy

Reg. 23(1)(b)  
substituted by  
S.R. No.  
21/2021 reg. 7.

Minimum Standards Act 2012 of the Commonwealth and as determined and tested in accordance with—

- (i) AS/NZS 3823.1.1, "Performance of electrical appliances—Airconditioners and heat pumps Part 1.1: Non-ducted airconditioners and heat pumps—Testing and rating for performance", as published from time to time; and
- (ii) either of the following—
  - (A) AS/NZS 3823.2, "Performance of electrical appliances—Air conditioners and heat pumps Part 2: Energy labelling and minimum energy performance standards (MEPS) requirements", as published from time to time;
  - (B) AS/NZS 3823.4.2, "Performance of electrical appliances—Air conditioners and heat pumps Part 4.2: Air-cooled air conditioners and air-to-air heat pumps—Testing and calculating methods for seasonal performance factors—Heating seasonal performance factor", as published from time to time;
- (c) for a dishwasher, the energy efficiency system for energy as determined in accordance with the Greenhouse and Energy Minimum Standards (Dishwashers) Determination 2015;

- (d) for the energy efficiency of a gas space heater—
  - (i) a determination in accordance with AS/NZS 5263.1.3, "Gas Appliances Part 1.3 Gas space heating appliances", as amended and published from time to time; and
  - (ii) a certification through an acceptance scheme authorised under section 68 of the **Gas Safety Act 1997**.
- (2) For the purposes of sections 164(1), 181, 188(3), 188A(3) and 206ZZAA(3) of the Act, the WELS scheme in the **Water Efficiency Labelling and Standards Act 2005** is the prescribed system of rating the water efficiency of an appliance, fixture or fitting.

**24 Ratings—residential rental provider's liability for charges for supply to non-complying appliances**

- (1) For the purposes of section 54(1) of the Act, the following levels of ratings are prescribed—
  - (a) for any appliances, fixtures and fittings, other than a dishwasher, which use or supply water—
    - (i) a 3 star rating in the WELS scheme in the efficiency rating system referred to in regulation 23(1)(a); or
    - (ii) if, because of the age, nature or structure of the plumbing in the rented premises, a replacement with a 3 star rating referred to in subparagraph (i) cannot be installed or, when installed will not operate effectively—the highest rating in the efficiency rating system referred to in regulation 23(1)(a) of a replacement that will operate effectively;

**Examples**

1. If a 3 star rated tap or shower rose does not produce sufficient water pressure because of the age of the plumbing, a one or 2 star rated tap or shower rose may be installed.
  2. If a 2 star rated tap or shower rose cannot operate effectively, a one star rated tap or shower rose may be installed.
- (b) for a dishwasher—
- (i) the levels of ratings prescribed under subregulation (1)(a); and
  - (ii) a 3 star rating in the efficiency rating system referred to in regulation 23(1)(c);
- (c) for a non-ducted air conditioner or heat pump—
- (i) in a Class 1 building, a 2 star heating rating in the efficiency rating system referred to in regulation 23(1)(b); or
  - (ii) in a Class 2 building, a 2 star heating rating in the efficiency rating system referred to in regulation 23(1)(b), unless it would be unreasonable to install the non-ducted air conditioner or heat pump;
- (d) for a gas space heater—
- (i) in a Class 1 building, a 2 star heating rating in the efficiency rating system referred to in regulation 23(1)(d); or
  - (ii) in a Class 2 building, a 2 star heating rating in the efficiency rating system referred to in regulation 23(1)(d) unless it would be unreasonable to install the gas space heater.

- (2) For the purposes of subregulation 1(c)(ii) and (d)(ii) it would be unreasonable to install an air conditioner, heat pump or gas space heater if—
- (a) the cost of installation would be significantly higher than the average price of installation in a Class 2 building; or
  - (b) owners corporation rules prohibit installation of the appliance; or
  - (c) compliance with any other Act or local law makes the cost of installation prohibitive.
- (3) Nothing in this regulation prevents the use of an appliance, fixture or fitting of a level of rating above the level of rating prescribed in subregulation (1).

**Note**

See section 54 of the Act.

## **25 Safety devices**

For the purposes of section 63A(1) of the Act, the following safety devices are prescribed—

- (a) a smoke alarm;
- (b) a carbon monoxide alarm;
- (c) a residual current device;
- (d) a swimming pool barrier;
- (e) a fire sprinkler system;
- (f) a fire hose reel;
- (g) a fire blanket;
- (h) a fire extinguisher;
- (i) a fire window;
- (j) a fire hydrant;
- (k) a security camera located in a common area;

- (l) any emergency lighting;
- (m) a hot water safety device.

## **26 Modifications which can be made without residential rental provider's consent**

For the purposes of section 64(1) of the Act, the following modifications are prescribed—

- (a) in a rented premises that is not a registered place—
  - (i) installation of picture hooks or screws for wall mounts, shelves or brackets on surfaces other than exposed brick or concrete walls; and
  - (ii) installation of wall anchoring devices on surfaces other than exposed brick or concrete walls to secure items of furniture; and
  - (iii) installation of LED light globes which do not require new light fittings; and
  - (iv) installation of a water efficient shower head if the original shower head is retained; and
  - (v) installation of blind or cord anchors; and
  - (vi) installation of security lights, alarm systems or security cameras that—
    - (A) do not impact on the privacy of neighbours; and

### **Example**

A renter must not install a security camera or security light that directly faces a neighbouring premises.

- (B) can be easily removed from the rented premises; and

- (C) are not hardwired to the rented premises; and
- (vii) installation of hardware-mounted child safety gates on walls (other than exposed brick or concrete walls);
- (b) in all rented premises—
  - (i) installation of non-permanent window film for insulation, reduced heat transfer or privacy; and
  - (ii) installation of a wireless doorbell; and
  - (iii) replacement of curtains if the original curtains are retained by the renter; and
  - (iv) installation of adhesive child safety locks on drawers and doors; and
  - (v) installation of pressure mounted child safety gates; and
  - (vi) installation of a lock on a letterbox.

## **27 Practitioners**

For the purposes of section 64(1B)(c)(ii) of the Act, a prescribed practitioner is a registered health practitioner within the meaning of the Health Practitioner Regulation National Law.

## **28 Modifications for which residential rental provider must not unreasonably refuse consent**

For the purposes of section 64(1B)(h) of the Act, the following modifications are prescribed—

- (a) installation of picture hooks or screws for wall mounts, shelves or brackets on exposed brick or concrete walls;
- (b) installation of hardware-mounted child safety gates on exposed brick or concrete walls;



- (c) installation of wall anchoring devices on exposed brick or concrete walls to secure items of furniture;
- (d) draughtproofing in homes without open-flued gas heating, including installing weather seals, caulking or gap filling around windows, doors, skirting and floorboards;
- (e) installation by a suitably qualified person of a security system which does not impact on the privacy of neighbours if an invoice with the name of the installer is provided to the residential rental provider at the time the consent is requested;

**Example**

A residential rental provider may reasonably refuse a request to install a security camera or security light that directly faces a neighbouring premises.

- (f) installation of flyscreens on doors and windows;
- (g) installation of a vegetable or herb garden;
- (h) installation of a secure letterbox;
- (i) painting of the rented premises;
- (j) modifications to secure external gates in rented premises that are not multi-unit dwellings;
- (k) any modification which contributes to the conservation within the meaning of section 3(1) of the **Heritage Act 2017** of a registered place and is proposed to be undertaken in accordance with Part 5 of that Act.

## **29 Rental minimum standards**

For the purposes of section 65A(1) of the Act, the prescribed rental minimum standards are in Schedule 4.

## **30 Requirements for gas and electrical safety check record keeping**

- (1) For the purposes of section 68B of the Act, the prescribed requirements for the keeping and production of records of gas safety checks conducted at the rented premises are the following—
  - (a) a record of a gas safety check must include the following information—
    - (i) the name of the licensed or registered gasfitter who conducted the check;
    - (ii) the licence or registration number of the licensed or registered gasfitter who conducted the check;
    - (iii) the date the check was conducted;
    - (iv) the results of the check, including any servicing and repairs required and actions taken to address the repair;
  - (b) a record of a gas safety check must be kept until a record of the next gas safety check is created;
  - (c) a copy of the most recent gas safety check must be provided to the renter within 7 days after receipt by a residential rental provider of a written request from the renter.
- (2) For the purposes of section 68B of the Act, the prescribed requirements for the keeping and production of records of electrical safety checks conducted at the rented premises are the following—

- (a) a record of an electrical safety check must include the following information—
  - (i) the name of the licensed or registered electrician who conducted the check;
  - (ii) the licence or registration number of the licensed or registered electrician who conducted the check;
  - (iii) the date the check was conducted;
  - (iv) the results of the check, including any repairs that were required and actions taken to address the repair;
  - (v) a report prepared in accordance with section 2 of AS/NZS 3019, "Electrical installations—Periodic verification", as published or amended from time to time;
- (b) a record of an electrical safety check must be kept until a record of the next electrical safety check is created;
- (c) a copy of the most recent electrical safety check must be provided to the renter within 7 days after receipt by a residential rental provider of a written request from the renter.

**31 Rating compliance for residential rental provider's appliances**

- (1) For the purposes of section 69 of the Act, the following levels of ratings are prescribed—
  - (a) for any appliances, fixtures and fittings, other than a dishwasher, which use or supply water—
    - (i) a 3 star rating in the WELS scheme in the efficiency rating system referred to in regulation 23(1)(a); or

- (ii) if, because of the age, nature or structure of the plumbing in the rented premises, a replacement with a 3 star rating referred to in subparagraph (i) cannot be installed or, when installed will not operate effectively—a replacement with the highest rating in the efficiency rating system referred to in regulation 23(1)(a) that will operate effectively;

**Examples**

1. If a 3 star rated tap or shower rose does not produce sufficient water pressure because of the age of the plumbing, a one or 2 star rated tap or shower rose may be installed.
2. If a 2 star rated tap or shower rose cannot operate effectively, a one star rated tap or shower rose may be installed.

- (b) for a dishwasher—

- (i) the levels of ratings prescribed under subregulation (1)(a); and
- (ii) a 3 star rating in the efficiency rating system referred to in regulation 23(1)(c);

- (c) for a non-ducted air conditioner or heat pump—

- (i) in a Class 1 building, a 2 star heating rating in the efficiency rating system referred to in regulation 23(1)(b); or
- (ii) in a Class 2 building, a 2 star heating rating in the efficiency rating system referred to in regulation 23(1)(b) unless it would be unreasonable to install the non-ducted air conditioner or heat pump;

- (d) for a gas space heater—
  - (i) in a Class 1 building, a 2 star heating rating in the efficiency rating system referred to in regulation 23(1)(d); or
  - (ii) in a Class 2 building, a 2 star heating rating in the efficiency rating system referred to in regulation 23(1)(d) unless it would be unreasonable to install the gas space heater.
- (2) For the purposes of subregulation (1)(c)(ii) and (d)(ii) it would be unreasonable to install an air conditioner, heat pump or gas space heater if—
  - (a) the cost of installation would be significantly higher than the average price of installation in a Class 2 building; or
  - (b) owners corporation rules prohibit installation of the appliance; or
  - (c) compliance with any other Act or local law makes the cost of installation prohibitive.
- (3) Nothing in this regulation prevents the replacement of an appliance, fixture or fitting with an appliance, fixture or fitting of a level of rating above the level of rating prescribed in subregulation (1).

**Note**

See section 69 of the Act.

**32 Amount—urgent repairs by renter**

For the purposes of section 72(2)(b) of the Act, the prescribed amount is \$2500.

### **33 Compliance with efficiency systems for urgent repairs by renter**

- (1) For the purposes of section 72(3) of the Act, the following levels of ratings are prescribed—
- (a) for any appliances, fixtures and fittings, other than a dishwasher, which use or supply water—
    - (i) a 3 star rating in the WELS scheme in the efficiency rating system referred to in regulation 23(1)(a); or
    - (ii) if, because of the age, nature or structure of the plumbing in the rented premises, a replacement with a 3 star rating referred to in subparagraph (i) cannot be installed or, when installed will not operate effectively—the highest rating in the efficiency rating system referred to in regulation 23(1)(a) of a replacement that will operate effectively;

#### **Examples**

1. If a 3 star rated tap or shower rose does not produce sufficient water pressure because of the age of the plumbing, a one or 2 star rated tap or shower rose may be installed.
  2. If a 2 star rated tap or shower rose cannot operate effectively, a one star rated tap or shower rose may be installed.
- (b) for a dishwasher—
- (i) the levels of ratings prescribed under subregulation (1)(a); and
  - (ii) a 3 star rating in the efficiency rating system referred to in regulation 23(1)(c);

- (c) for a non-ducted air conditioner or heat pump—
    - (i) in a Class 1 building, a 2 star heating rating in the efficiency rating system referred to in regulation 23(1)(b); or
    - (ii) in a Class 2 building, a 2 star heating rating in the efficiency rating system referred to in regulation 23(1)(b) unless it would be unreasonable to install the non-ducted air conditioner or heat pump;
  - (d) for a gas space heater—
    - (i) in a Class 1 building, a 2 star heating rating in the efficiency rating system referred to in regulation 23(1)(d); or
    - (ii) in a Class 2 building, a 2 star heating rating in the efficiency rating system referred to in regulation 23(1)(d) unless it would be unreasonable to install a gas space heater.
- (2) For the purposes of subregulation (1)(c)(ii) and (d)(ii) it would be unreasonable to install an air conditioner, heat pump or gas space heater if—
- (a) the cost of installation would be significantly higher than the average price of installation in a Class 2 building; or
  - (b) owners corporation rules prohibit installation of the appliance; or
  - (c) compliance with any other Act or local law makes the cost of installation prohibitive.

- (3) Nothing in this regulation prevents the replacement of an appliance, fixture or fitting with an appliance, fixture or fitting of a level of rating above the level of rating prescribed in subregulation (1).

**Note**

See section 72(3) of the Act.

**34 Amount—application by renter to Tribunal for urgent repairs**

For the purposes of section 73(1)(b) of the Act, the prescribed amount is \$2500.

**35 Compensation—sales inspections**

For the purposes of section 86(2A)(c) of the Act, the prescribed compensation for each sales inspection is the higher amount of—

- (a) one half of the daily amount of rent payable under the residential rental agreement per inspection; or
- (b) \$30.

**36 Matters—Tribunal orders**

- (1) For the purposes of section 91W(3)(c) of the Act, the prescribed matters are—
- (a) any letter, report, written statement or other documentary materials from any of the following—
    - (i) support workers;
    - (ii) health professionals;
    - (iii) religious entities and their employees;
    - (iv) crisis accommodation providers;
    - (v) the Department of Health and Human Services (Child Protection);



- (vi) Victoria Police within the meaning of the **Victoria Police Act 2013**;
  - (vii) the Australian Federal Police within the meaning of the Australian Federal Police Act 1979 of the Commonwealth;
  - (viii) a police service (however described) of another State or a Territory;
  - (ix) employees of educational institutions and schools;
  - (x) family and friends of the specified person;
  - (xi) the employer of the specified person;
  - (xii) an Australian legal practitioner; and
- (b) any bank statements of the specified person or the party who is alleged to have subjected the specified person to the family violence or personal violence; and
  - (c) any photographic or audio-visual evidence; and
  - (d) any electronic communication within the meaning of section 3(1) of the **Electronic Transactions (Victoria) Act 2000**; and
  - (e) any oral evidence about where the specified person has been staying or living; and
  - (f) the risk to personal safety of the specified person or any children of the specified person occupying the rented premises; and
  - (g) whether the party who is alleged to have subjected the specified person to the family violence or personal violence has been arrested, charged or released on bail.

(2) For the purposes of subregulation (1), *specified person* means—

- (a) a person who has made an application under section 91V(1) of the Act; or
- (b) a person on whose behalf an application has been made under section 91V(5) of the Act.

**37 Form 6—Notice to vacate**

For the purposes of section 91ZZO(a) of the Act, the prescribed form is Form 6 in Schedule 1.

**38 Form 7—Fixed term rooming house agreement**

For the purposes of section 93A(2)(b) of the Act, the prescribed form is Form 7 in Schedule 1.

**39 Prohibited terms**

For the purposes of section 94AD(1)(g) of the Act, the following are prescribed prohibited terms—

- (a) a term which binds the resident to a contract that the resident did not agree to in writing, after having an opportunity to review the contract, before entering into the agreement;
- (b) a term which requires the resident to indemnify the rooming house operator;
- (c) a term which prevents the resident from making a claim for compensation because the room is not available on the commencement date of the agreement;
- (d) a term which requires the resident to pay rent in advance by a payment method which requires additional costs (other than bank fees or account fees payable on the resident's bank account);

- (e) term which requires the resident to use the services of a third party service provider nominated by the rooming house operator, other than an embedded network;
- (f) a term which makes the resident liable for the rooming house operator's costs of filing an application at the Tribunal;
- (g) a term which makes the resident liable by default for an insurance excess to be paid under an insurance policy of the rooming house operator;
- (h) a term which unreasonably limits the resident's use of utilities;
- (i) a term which imposes fixed fees for terminating a rooming house agreement early, unless the basis for calculating the fixed fees has been set out in the agreement.

**40 Statement of information for occupancy application forms**

For the purposes of section 94E of the Act, the prescribed information is in Form 8 in Schedule 1.

**41 Information which rooming house operator must not require applicant to disclose**

For the purposes of section 94H of the Act, the following information is prescribed—

- (a) whether or not the applicant has previously taken legal action, has been a respondent to legal action, or has had a dispute with a residential rental provider, rooming house operator, caravan owner, caravan park owner, site owner or SDA provider;
- (b) the applicant's rental bond history, including whether the applicant had a claim made on their bond;

- (c) a statement from a credit or bank account containing daily transactions;
- (d) any information about the applicant that relates to a protected attribute under section 6 of the **Equal Opportunity Act 2010**, unless the reason that the information is required is provided in writing;
- (e) the income of the applicant if the proposed rent has not yet been disclosed to the applicant by the rooming house operator, unless the rooming house operator is the Director of Housing or a registered housing agency.

**42 Information which rooming house operator must disclose to applicant**

For the purposes of section 94I(d) of the Act, the following information is prescribed—

- (a) if the rooming house operator is licensed under section 16 of the **Rooming House Operators Act 2016**;
- (b) if the rooming house is registered under Division 4 of Part 6 of the **Public Health and Wellbeing Act 2008**;
- (c) if the rooming house operator is a registered housing association or registered housing provider and is not required to be licenced under section 7(1) of the **Rooming House Operators Act 2016**;
- (d) on and from 31 December 2021, if the rooming house operator has received a repair notice, in the last 3 years, relating to mould or damp in the rooming house caused by or related to the building structure;

- (e) if the rooming house or common property is known by the rooming house operator to have been the location of a homicide in the last 5 years;
- (f) if the rooming house is known by the rooming house operator—
  - (i) to be contaminated because of prior use of the rooming house for the trafficking or cultivation of a drug of dependence in the last 5 years; or
  - (ii) to have friable or non-friable asbestos based on an inspection by a suitably qualified person; or
  - (iii) to be affected by a building or planning application that has been lodged with the relevant authority;
- (g) if the rooming house is known by the rooming house operator to be the subject of any notice, order, declaration, report or recommendation issued by a relevant building surveyor, public authority, or government department relating to any building defects or safety concerns associated with the rooming house or common property at the time of disclosure, a description of the notice, order, declaration, report or recommendation;

**Example**

Any building notices or orders, reports or recommendations issued by the Victorian Building Authority, local councils, relevant building surveyors, or municipal building surveyors, that relate to any building defects or safety concerns such as the presence of combustible cladding, water leaks or structural issues affecting the rooming house or common property.

- (h) if there is a current domestic building work dispute under the **Domestic Building Contracts Act 1995** which applies to or affects the rooming house;
- (i) if there a current dispute under Part 10 of the **Owners Corporations Act 2006** which applies to or affects the rooming house;
- (j) a copy of any owners corporation rules applicable to the rooming house.

**43 Form 9—Rooming house condition report**

For the purposes of section 97(1B) of the Act, a condition report is in the prescribed form if it contains the information set out in Form 9 in Schedule 1.

**44 Payment methods for rent—rooming house**

For the purposes of section 99A(3)(b) of the Act, the prescribed payment method is electronic funds transfer.

**45 Form 10—Rooming house notice of rent increase**

For the purposes of section 101(1) of the Act, the prescribed form is Form 10 in Schedule 1.

**46 Safety devices**

For the purposes of section 114A of the Act, the following safety devices are prescribed—

- (a) a smoke alarm;
- (b) a carbon monoxide alarm;
- (c) a residual current device;
- (d) a swimming pool barrier;
- (e) a fire sprinkler system;
- (f) a fire hose reel;
- (g) a fire blanket;

- (h) a fire extinguisher;
- (i) a fire window;
- (j) a fire hydrant;
- (k) a security camera located in common area;
- (l) any emergency lighting;
- (m) a hot water safety device.

**47 Practitioners**

For the purposes of section 115(2)(b) of the Act, a prescribed practitioner is a registered health practitioner within the meaning of the Health Practitioner Regulation National Law.

**48 Amount—urgent repairs by resident**

For the purposes of section 129(2)(b) of the Act, the prescribed amount is \$2500.

**49 Compliance with efficiency systems for urgent repairs by resident**

- (1) For the purposes of section 129(4) of the Act, the levels of ratings prescribed for any appliances, fixtures and fittings which use or supply water are—
  - (a) a 3 star rating in the WELS scheme in the efficiency rating system referred to in regulation 23(1)(a); or
  - (b) if, because of the age, nature or structure of the plumbing in the rooming house, a replacement with a 3 star rating referred to in paragraph (a) cannot be installed or, when installed will not operate effectively—the highest rating in the efficiency rating system referred to in regulation 23(1)(a) of a replacement that will operate effectively.

**Examples**

1. If a 3 star rated tap or shower rose does not produce sufficient water pressure because of the age of the plumbing, a one or 2 star rated tap or shower rose may be installed.
  2. If a 2 star rated tap or shower rose cannot operate effectively, a one star rated tap or shower rose may be installed.
- (2) Nothing in this regulation prevents the replacement of an appliance, fixture or fitting with an appliance, fixture or fitting of a level of rating above the level of rating prescribed in subregulation (1).

**Note**

See section 129(4) of the Act.

**50 Amount—application to Tribunal for urgent repairs**

For the purposes of section 130(1)(b) of the Act, the prescribed amount is \$2500.

**51 Matters—Tribunal orders**

- (1) For the purposes of section 142T(3)(c) of the Act, the prescribed matters are—
  - (a) any letter, report, written statement or other documentary materials from any of the following—
    - (i) support workers;
    - (ii) health professionals;
    - (iii) religious entities and their employees;
    - (iv) crisis accommodation providers;
    - (v) the Department of Health and Human Services (Child Protection);
    - (vi) Victoria Police within the meaning of the **Victoria Police Act 2013**;



- (vii) the Australian Federal Police within the meaning of the Australian Federal Police Act 1979 of the Commonwealth;
- (viii) a police service (however described) of another State or a Territory;
- (ix) employees of educational institutions and schools;
- (x) family and friends of the specified person;
- (xi) the employer of the specified person;
- (xii) an Australian legal practitioner; and
- (b) any bank statements of the specified person or of the party who is alleged to have subjected the specified person to the family violence or personal violence; and
- (c) any photographic or audio-visual evidence; and
- (d) any electronic communication within the meaning of section 3(1) of the **Electronic Transactions (Victoria) Act 2000**; and
- (e) any oral evidence about where the specified person has been staying or living; and
- (f) the risk to personal safety of the specified person or any children of the specified person occupying the rooming house; and
- (g) whether the party who is alleged to have subjected the specified person to the family violence or personal violence has been arrested, charged or released on bail.

- (2) For the purposes of subregulation (1), specified person means—
- (a) a person who has made an application under section 142S(1) of the Act; or
  - (b) a person on whose behalf an application has been made under section 142S(5) of the Act.

**52 Form of notice to vacate to a resident of a rooming house**

For the purposes of section 142ZT(a) of the Act, the prescribed form is Form 11 in Schedule 1.

**53 Prohibited terms**

For the purposes of section 144AA(1)(e) of the Act, the following terms are prescribed as prohibited terms—

- (a) a term which binds the resident to a contract that the resident did not agree to in writing, after having an opportunity to review the contract, before entering into the agreement;
- (b) a term which requires the resident to indemnify the caravan park owner or caravan owner;
- (c) a term which prevents the resident from making a claim for compensation because the caravan or caravan park site is not available on the commencement date of the agreement;
- (d) a term which requires the resident to pay rent or a hiring charge in advance by a payment method which requires additional costs (other than bank fees or account fees payable on the resident's bank account);
- (e) a term which requires the resident to use the services of a third party service provider nominated by the caravan park owner or

caravan owner other than an embedded network;

- (f) a term which makes the resident liable for the caravan park owner's or caravan owner's costs of filing an application at the Tribunal;
- (g) a term which makes the resident liable by default for an insurance excess to be paid under an insurance policy of the caravan park owner or caravan owner;
- (h) a term which imposes fixed fees for terminating an agreement early, unless the basis for calculating the fixed fees has been set out in the agreement.

**54 Form 12—notification of prospective caravan park resident rights**

For the purposes of section 145 of the Act, the prescribed form is Form 12 in Schedule 1.

**55 Statement of information for occupancy application form**

For the purposes of section 145A of the Act, the prescribed information is in Form 13 in Schedule 1.

**56 Information which caravan park owner or caravan owner must not require applicant to disclose**

For the purposes of section 145D of the Act, the following information is prescribed—

- (a) whether or not the applicant has previously taken legal action, has been a respondent to legal action, or has had a dispute with a residential rental provider, rooming house operator, caravan owner, caravan park owner, site owner or SDA provider;

- (b) the applicant's rental bond history, including whether the applicant has ever had a claim made on their bond;
- (c) any information about the applicant that relates to a protected attribute under section 6 of the **Equal Opportunity Act 2010**, unless the reason that the information is required is provided in writing;
- (d) a statement from a credit or bank account containing daily transactions.

**57 Information that caravan park owner must disclose before agreement under section 144(1) commences**

For the purposes of section 145E(1)(e) of the Act, the following information is prescribed—

- (a) a copy of the caravan park rules;
- (b) a list of amenities available for use in the caravan park;
- (c) whether the caravan park is in a flood area;
- (d) whether the site is in a flood area;
- (e) whether the park has a history of subsidence;
- (f) whether the site is in an area with a history of subsidence;
- (g) whether the park is being operated under a lease.

**58 Form of condition report**

For the purposes of section 148(1B) of the Act, a condition report is in the prescribed form if it contains the information in Form 14 in Schedule 1.

**59 Payment methods for rent**

For the purposes of section 150A(3)(b) of the Act, the prescribed payment method is electronic funds transfer.

**60 Form 15—caravan park rent increase and hiring charge increase**

For the purposes of section 152(1) and (2) of the Act, the prescribed form is Form 15 in Schedule 1.

**61 Utilities charges for caravan parks operators**

For the purposes of section 163(e) of the Act, the prescribed charges are all charges relating to the pumping out and cleaning of sewage and septic tanks servicing a caravan park or site, required for reasons other than damage caused by the resident.

**62 Caravan owner's liability for charges for supply to non-complying appliances**

- (1) For the purposes of section 164(1) of the Act, the levels of ratings prescribed for any appliances, fixtures and fittings which use or supply water are—
  - (a) a 3 star rating in the WELS scheme in the efficiency rating system referred to in regulation 23(1)(a); or
  - (b) if, because of the age, nature or structure of the plumbing in the caravan, a replacement with a 3 star rating referred to in paragraph (a) cannot be installed or, when installed will not operate effectively—the highest rating in the efficiency rating system referred to in regulation 23(1)(a) of a replacement that will operate effectively.

**Examples**

1. If a 3 star rated tap or shower rose does not produce sufficient water pressure because of the age of the plumbing, a one or 2 star rated tap or shower rose may be installed.
  2. If a 2 star rated tap or shower rose cannot operate effectively, a one star rated tap or shower rose may be installed.
- (2) Nothing in this regulation prevents the use of an appliance, fixture or fitting of a level of rating above the level of rating prescribed in subregulation (1).

**63 Practitioners**

For the purposes of section 171B(3)(b) of the Act, a prescribed practitioner is a registered health practitioner within the meaning of the Health Practitioner Regulation National Law.

**64 Compliance with efficiency systems for caravan owner**

- (1) For the purposes of section 181 of the Act, the levels of ratings prescribed for any appliances, fixtures and fittings which use or supply water are—
  - (a) a 3 star rating in the WELS scheme in the efficiency rating system referred to in regulation 23(1)(a); or
  - (b) if, because of the age, nature or structure of the plumbing in the caravan, a replacement with a 3 star rating referred to in paragraph (a) cannot be installed or, when installed will not operate effectively—the highest rating in the efficiency rating system referred to in regulation 23(1)(a) of a replacement that will operate effectively.

**Examples**

1. If a 3 star rated tap or shower rose does not produce sufficient water pressure because of the age of the plumbing, a one or 2 star rated tap or shower rose may be installed.
  2. If a 2 star rated tap or shower rose cannot operate effectively, a one star rated tap or shower rose may be installed.
- (2) Nothing in this regulation prevents the use of an appliance, fixture or fitting of a level of rating above the level of rating prescribed in subregulation (1).

**Note**

See section 181 of the Act.

**65 Amount—urgent repairs to caravans**

For the purposes of section 188(2)(b) of the Act, the prescribed amount is \$2500.

**66 Compliance with efficiency systems for urgent repairs by resident of caravan**

- (1) For the purposes of section 188(3) of the Act, the levels of ratings prescribed for any appliances, fixtures and fittings which use or supply water are—
  - (a) a 3 star rating in the WELS scheme in the efficiency rating system referred to in regulation 23(1)(a); or
  - (b) if, because of the age, nature or structure of the plumbing in the caravan, a replacement with a 3 star rating referred to in paragraph (a) cannot be installed or, when installed will not operate effectively—the highest rating in the efficiency rating system referred to in regulation 23(1)(a) of a replacement that will operate effectively.

**Examples**

1. If a 3 star rated tap or shower rose does not produce sufficient water pressure because of the age of the plumbing, a one or 2 star rated tap or shower rose may be installed.
  2. If a 2 star rated tap or shower rose cannot operate effectively a one star rated tap or shower rose may be installed.
- (2) Nothing in this regulation prevents the use of an appliance, fixture or fitting of a level of rating above the level of rating prescribed in subregulation (1).

**Note**

See section 188 of the Act.

**67 Amount—urgent site repairs by resident**

For the purposes of section 188A(2)(b) of the Act, the prescribed amount is \$2500.

**68 Compliance with efficiency systems for urgent site repairs by resident**

- (1) For the purposes of section 188A(3) of the Act, the levels of ratings prescribed for any appliances, fixtures and fittings which use or supply water are—
  - (a) a 3 star rating in the WELS scheme in the efficiency rating system referred to in regulation 23(1)(a); or
  - (b) if, because of the age, nature or structure of the plumbing in the site, a replacement with a 3 star rating referred to in paragraph (a) cannot be installed or, when installed will not operate effectively—the highest rating in the efficiency rating system referred to in regulation 23(1)(a) of a replacement that will operate effectively.



**Examples**

1. If a 3 star rated tap or shower rose does not produce sufficient water pressure because of the age of the plumbing, a one or 2 star rated tap or shower rose may be installed.
  2. If a 2 star rated tap or shower rose cannot operate effectively, a one star rated tap or shower rose may be installed.
- (2) Nothing in this regulation prevents the replacement of an appliance, fixture or fitting with an appliance, fixture or fitting of a level of rating above the level of rating prescribed in subregulation (1).

**Note**

See section 188A(3) of the Act.

**69 Amount—application to Tribunal for urgent caravan repairs**

For the purposes of section 189(1)(b) of the Act, the prescribed amount is \$2500.

**70 Amount—application to Tribunal by resident for urgent site repairs**

For the purposes of section 189A(1)(b) of the Act, the prescribed amount is \$2500.

**71 Matters—Tribunal orders**

- (1) For the purposes of section 206AH(3)(c) of the Act, the prescribed matters are—
  - (a) any letter, report, written statement or other documentary materials from any of the following—
    - (i) support workers;
    - (ii) health professionals;
    - (iii) religious entities and their employees;
    - (iv) crisis accommodation providers;

- (v) the Department of Health and Human Services (Child Protection);
  - (vi) Victoria Police within the meaning of the **Victoria Police Act 2013**;
  - (vii) the Australian Federal Police within the meaning of the Australian Federal Police Act 1979 of the Commonwealth;
  - (viii) a police service (however described) of another State or a Territory;
  - (ix) employees of educational institutions and schools;
  - (x) family and friends of the specified person;
  - (xi) the employer of the specified person;
  - (xii) an Australian legal practitioner; and
- (b) any bank statements of the specified person or the party who is alleged to have subjected the specified person to the family violence or personal violence; and
- (c) any photographic or audio-visual evidence; and
- (d) any electronic communication within the meaning of section 3(1) of the **Electronic Transactions (Victoria) Act 2000**; and
- (e) any oral evidence about where a specified person has been staying or living; and
- (f) the risk to personal safety of the specified person or any children of the specified person occupying the caravan or site; and
- (g) whether the party who is alleged to have subjected the specified person to the family violence or personal violence has been arrested, charged or released on bail.

- (2) For the purposes of subregulation (1), *specified person* means—
- (a) a person who has made an application under section 206AG(1) of the Act; or
  - (b) a person on whose behalf an application has been made under section 206AG(5) of the Act.

**72 Form 16—Notice to vacate**

For the purposes of section 206AZI(a) of the Act, the prescribed form is Form 16 in Schedule 1.

**73 Prohibited terms**

For the purposes of section 206FA(1)(e) of the Act, the following terms are prescribed as prohibited terms—

- (a) a term which binds the site tenant to a contract that the site tenant did not agree to in writing, after having an opportunity to review the contract, before entering into the site agreement;
- (b) a term which requires the site tenant to indemnify the site owner;
- (c) a term which prevents the site tenant from making a claim for compensation because the Part 4A site is not available on the commencement date of the site agreement;
- (d) a term which requires the site tenant to pay rent in advance by a payment method which requires additional costs (other than bank fees or account fees payable on the site tenant's bank account);
- (e) a term which requires the site tenant to use the services of a third party service provider nominated by the site owner, other than an embedded network;

- (f) a term which makes the site tenant liable for the site owner's costs of filing an application at the Tribunal;
- (g) a term which makes the site tenant liable by default for an insurance excess to be paid under an insurance policy of the site owner;
- (h) a term which imposes fixed fees for terminating a site agreement early, unless the basis for calculating the fixed fees has been set out in the agreement.

**74 Form of notice of cooling off period—site tenants**

For the purposes of section 206I(2) of the Act, the prescribed form is Form 17 in Schedule 1.

**75 Statement of information for site agreement applicants**

For the purposes of section 206JB of the Act, the prescribed information is in Form 18 in Schedule 1.

**76 Information which site owner must not require applicant to disclose**

For the purposes of section 206JE of the Act, the following information is prescribed—

- (a) whether or not the applicant has previously taken legal action, has been a respondent to legal action, or has had a dispute with a residential rental provider, rooming house operator, caravan owner, caravan park owner, site owner or SDA provider;
- (b) the applicant's rental bond history, including whether the applicant has ever had a claim made on their bond;
- (c) a statement from a credit or bank account containing daily transactions;

- (d) any information about the applicant that relates to a protected attribute under section 6 of the **Equal Opportunity Act 2010**, unless the reason that the information is required is provided in writing.

**77 Information that site owners must disclose**

For the purposes of section 206JF(1)(f) of the Act, the following information is prescribed—

- (a) whether the Part 4A park is in a flood area;
- (b) whether the Part 4A site is in a flood area;
- (c) details of the site tenant's liabilities on permanent departure from the park or Part 4A site;
- (d) details of the site tenant's liabilities, or estimated liabilities, if the site tenant permanently departed after 1, 2, 5 or 10 years residence in the park or Part 4A site;
- (e) whether the park has a history of subsidence;
- (f) whether the site is in an area with a history of subsidence;
- (g) whether the park is being operated under a lease.

**78 Amount of rent for which maximum bond does not apply**

For the purposes of section 206K(2) of the Act, the prescribed amount is \$900.

**79 Form 19—Part 4A site condition report**

For the purposes of section 206O(1B) of the Act, a condition report is in the prescribed form if it contains the information set out in Form 19 in Schedule 1.

**80 Form of notice of fixed rent increase under a site agreement**

For the purposes of section 206SA(5)(a) of the Act, the prescribed form is Form 20 in Schedule 1.

**81 Payment methods for rent**

For the purposes of section 206TA(3)(b) of the Act, the prescribed payment method is electronic funds transfer.

**82 Form of notice of non-fixed rent increase under a site agreement**

For the purposes of section 206V(1) of the Act, the prescribed form is Form 21 in Schedule 1.

**83 Utilities charges for site owners**

For the purposes of section 206ZF(e) of the Act, the prescribed charges are all charges relating to the pumping out and cleaning of sewage and septic tanks servicing a Part 4A site, required for reasons other than damage caused by the site tenant.

**84 Practitioners**

For the purposes of section 206ZMB(2)(b) of the Act, a prescribed practitioner is a registered health practitioner within the meaning of the Health Practitioner Regulation National Law.

**85 Compliance with efficiency systems for urgent site repairs to Part 4A sites by site tenant**

- (1) For the purposes of section 206ZZA(3)(f) of the Act, the following levels of ratings are prescribed for any appliances, fixtures and fittings, other than a dishwasher, which use or supply water—
  - (a) a 3 star rating in the WELS scheme in the efficiency rating system referred to in regulation 23(1)(a);

- (b) if, because of the age, nature or structure of the plumbing in the Part 4A site, a replacement with a 3 star rating referred to in paragraph (a) cannot be installed or, when installed will not operate effectively— the highest rating in the efficiency rating system referred to in regulation 23(1)(a).

**Examples**

1. If a 3 star rated tap or shower rose does not produce sufficient water pressure because of the age of the plumbing, a one or 2 star rated tap or shower rose may be installed.
  2. If a 2 star rated tap or shower rose cannot operate effectively, a ones star rated tap or shower rose may installed.
- (2) Nothing in this regulation prevents the replacement of an appliance, fixture or fitting with an appliance, fixture or fitting of a level of rating above the level of rating prescribed in subregulation (1).

**Note**

See section 206ZZAA of the Act.

**86 Amount—urgent repairs by site tenant**

For the purposes of section 206ZZAA(2)(b) of the Act, the prescribed amount is \$2500.

**87 Amount—application to Tribunal for urgent site repairs by site tenant**

For the purposes of section 206ZZAB(1)(b) of the Act, the prescribed amount is \$2500.

**88 Matters—Tribunal orders**

For the purposes of section 207N(3)(d) of the Act, the prescribed matters are—

- (a) any letter, report, written statement or other documentary materials from any of the following—

- (i) support workers;
  - (ii) health professionals;
  - (iii) religious entities and their employees;
  - (iv) crisis accommodation providers;
  - (v) the Department of Health and Human Services (Child Protection);
  - (vi) Victoria Police within the meaning of the **Victoria Police Act 2013**;
  - (vii) the Australian Federal Police within the meaning of the Australian Federal Police Act 1979 of the Commonwealth;
  - (viii) a police service (however described) of another State or a Territory;
  - (ix) employees of educational institutions and schools;
  - (x) family and friends of the specified person;
  - (xi) the employer of the specified person;
  - (xii) an Australian legal practitioner; and
- (b) any bank statements of the specified person or the party who is alleged to have subjected the specified person to the family violence or personal violence; and
  - (c) any photographic or audio-visual evidence; and
  - (d) any electronic communication within the meaning of section 3(1) of the **Electronic Transactions (Victoria) Act 2000**; and
  - (e) any oral evidence about where a specified person has been staying or living; and



- (f) any documentary evidence of the risk to personal safety of the specified person and any children of the specified person occupying the Part 4A site; and
  - (g) whether the party who is alleged to have subjected the specified person to the family violence or personal violence has been arrested, charged or released on bail.
- (2) For the purposes of subregulation (1), *specified person* means—
- (a) a person who has made an application under section 207M(1) of the Act; or
  - (b) a person on whose behalf an application has been made under section 207M(5) of the Act.

**89 Form 22—Notice to vacate**

For the purposes of section 207ZK(a) of the Act, the prescribed form is Form 22 in Schedule 1.

**90 Further matters to be considered by Tribunal**

For the purposes of section 211A(2)(b) of the Act, the prescribed scale is a depreciated scale for rental properties in the Australian Taxation Office Publication NAT 1729 "Rental properties" for the relevant year, as published annually or as amended from time to time.

**91 Form 23—disposal of personal documents**

For the purposes of section 361(b) of the Act, the prescribed form is Form 23 in Schedule 1.

**92 Form 24—serious acts of violence**

For the purposes of section 368(3) of the Act, the prescribed form is Form 24 in Schedule 1.

**93 Goods left behind**

For the purposes of section 384(2) of the Act, the prescribed goods are—

- (a) labelled containers or labelled urns containing human remains; and
- (b) specialised medical devices, equipment and goods including prostheses and prescription medication; and
- (c) medals and trophies.

**94 Authority's receipt for bond**

For the purposes of section 407(1) of the Act, the prescribed information is—

- (a) the type of tenure (rented premises, rooming house, caravan park or Part 4A park); and
- (b) the amount of bond received; and
- (c) the date the bond was received by the Authority; and
- (d) the names of the renters, residents or site tenants who contributed to the bond; and
- (e) the address of the rented premises, the rooming house and room number, the caravan park and site number, or the Part 4A park and Part 4A site number; and
- (f) the name and address of the residential rental provider, rooming house operator, caravan park owner, caravan owner or site owner; and
- (g) the bond number assigned to the bond by the Authority.

**95 Authority's receipt for substituted bond**

For the purposes of section 410B(4)(c) of the Act, the prescribed information is—

- (a) the type of tenure (rented premises, rooming house, caravan park or Part 4A park); and
- (b) the amount of bond held by the Authority received; and
- (c) the names of the renters, residents or site tenants who contributed to the bond; and
- (d) the address of the rented premises, the rooming house and room number, the caravan park and site number, or the Part 4A park and Part 4A site number; and
- (e) the name and address of the residential rental provider, rooming house operator, caravan park owner, caravan owner or site owner; and
- (f) the bond number assigned to the bond by the Authority.

**96 Documentary evidence to accompany objection to listing of information**

(1) For the purposes of section 439F(7)(b) of the Act, the prescribed documentary evidence is—

- (a) a written statement by the person making the objection, stating that the information relates to an act or a circumstance of family violence or personal violence experienced by the person; and
- (b) either—
  - (i) a copy of an extract of a relevant family violence intervention order, family violence safety notice or recognised non-local DVO or a personal safety intervention order that has been

certified in accordance with Part 5 of  
the **Oaths and Affirmations Act 2018**;  
or

- (ii) any letter, report, written statement in relation to the alleged family or personal violence or other documentary materials from a person, organisation or entity specified in subregulation (2).
- (2) For the purposes of subregulation (1)(b)(ii), the following persons, organisations and entities are specified—
- (a) support workers;
  - (b) health professionals;
  - (c) religious entities and their employees;
  - (d) crisis accommodation providers;
  - (e) the Department of Health and Human Services (Child Protection);
  - (f) Victoria Police within the meaning of the **Victoria Police Act 2013**;
  - (g) the Australian Federal Police within the meaning of the Australian Federal Police Act 1979 of the Commonwealth;
  - (h) a police service (however described) of another State or a Territory;
  - (i) employees of educational institutions and schools;
  - (j) family and friends of the person;
  - (k) the employer of the person making the objection;
  - (l) an Australian legal practitioner.

**97 Form of notice of affiliation and manner of endorsement**

- (1) For the purposes of section 505B of the Act, the prescribed form is Form 25 in Schedule 1.
- (2) For the purposes of section 505B(a) of the Act, the prescribed manner of endorsement by a school or institution (as the case may be) is that the seal or other official endorsement of the school or institution, which is approved by the school council or governing body of the school or institution, is affixed to the notice.

**98 Infringement offences and infringement penalties**

- (1) For the purposes of section 510C(1) of the Act, an offence specified in Column 2 of the table in Schedule 5 is prescribed as an infringement offence.
- (2) For the purposes of section 510C(2) of the Act, the prescribed infringement penalty for an infringement offence is the amount specified in Column 3 of the table in Schedule 5 in respect of that infringement offence.

## Schedule 1—Forms

### FORM 1

#### Residential Tenancies Act 1997 (Section 26(1))

(Regulation 10(1))

Sch. 1 Form 1  
amended by  
S.R. No.  
21/2021 reg. 8.

### RESIDENTIAL RENTAL AGREEMENT OF NO MORE THAN 5 YEARS

This agreement is between the residential rental provider (rental provider) and the renter listed on this form. Rental providers must use this form for a fixed term residential rental agreement of no more than 5 years or a periodic residential rental agreement in writing.

#### PART A—GENERAL

**1. Date of agreement**

This is the date the agreement is signed [*insert date agreement is signed*]

If the agreement is signed by the parties on different days, the date of the agreement is the date the last person signs the agreement.

**2. Premises let by the rental provider**

Address of premises [*insert address of premises*]

**3. Rental provider's details**

Full name or company name of rental provider [*insert name of rental provider*]

Address [*insert address of rental provider if there is no agent acting for the rental provider*]

Phone number [*insert phone number of rental provider if there is no agent acting for the rental provider*]

ACN [*insert ACN if applicable*]

Email address [*insert email address of rental provider if there is no agent acting for the rental provider*]

**Rental provider's agent's details**

Full name [*insert name of agent*]

Address [*insert address of agent*]

Phone number [*insert phone number of agent*]

ACN [*insert ACN of agent if applicable*]

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Email address [*insert email address of agent*]

**Note:** The rental provider must notify the renter within 7 days if any of this information changes.

**4. Renter's details**

*Each renter that is a party to the agreement must provide their details here.*

Full name of renter [*insert name of each renter*]

Current address [*insert address of each renter*]

Phone number [*insert phone number of each renter*]

Email address [*insert email address of each renter*]

**5. Length of the agreement** (tick one box only)

Fixed term agreement      Start date [*insert start date*]  
(this is the date the agreement starts and you may move in)  
End date [*insert end date*]

Periodic agreement (monthly)      Start date [*insert start date*]

**Note:** If a fixed term agreement ends and the renter and rental provider do not enter into a new fixed term agreement, and the renter continues to occupy the premises, a periodic (e.g. month by month) residential rental agreement will be formed.

**6. Rent**

Rent amount (\$)      [*insert rent amount*]  
(payable in advance)

To be paid per       week  
(tick one box only)       fortnight  
    calendar month

Day rent is to be paid      [*insert day*]  
(e.g. each Thursday or the 11th of each month)

Date first rent payment due      [*insert date*]

**7. Bond**

The renter has been asked to pay the bond specified below.

Unless the rent is greater than \$900 (per week), the maximum bond is one month's rent. In some cases, the rental provider may ask the Victorian Civil and Administrative Tribunal (VCAT) to increase this

limit. The rental provider or their agent must lodge the bond with the Residential Tenancies Bond Authority (RTBA). The bond must be lodged within 10 business days after receiving payment. The RTBA will send the renter a receipt for the bond. If the renter does not receive a receipt within 15 business days from when they paid the bond, they may—

- email the RTBA at [rtba@justice.vic.gov.au](mailto:rtba@justice.vic.gov.au); or
- call the RTBA on 1300 137 164.

Bond amount (\$) [*insert bond amount*]

Date bond payment due [*insert date bond is due*]

### **PART B—STANDARD TERMS**

#### **8. Rental provider's preferred methods of payment**

**Note:** The rental provider must permit a fee-free (other than the renter's own bank fees) payment method and must allow the renter to use Centrepay or another form of electronic funds transfer.

**Note:** The renter is entitled to receive a receipt from the rental provider confirming payment of rent.

(rental provider to tick available methods of rent payment)

- direct debit
- bank deposit
- cash
- cheque
- money order
- BPAY
- other electronic form of payment, including Centrepay [*insert details*]

Payment details [*insert any applicable payment details*]

#### **9. Service of notices and other documents by electronic methods**

- Electronic service of documents must be in accordance with the requirements of the **Electronic Transactions (Victoria) Act 2000**.
- Just because someone responds to an email or other electronic communications does not mean they have consented to the service of notices and other documents by electronic methods.



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- The rental provider and renter must notify the other party in writing if they no longer wish to receive notices or other documents by electronic methods.
- The rental provider and renter must immediately notify the other party in writing if their contact details change.

9.1 Does the rental provider agree to the service of notices and other documents by electronic methods such as email?

The rental provider must complete this section before giving the agreement to the renter.

(rental provider to tick as appropriate)

yes [*insert email address, mobile phone number or other electronic contact details*]

no

9.2 Does the renter agree to the service of notices and other documents by electronic methods such as email?

(renter to tick as appropriate)

yes [*insert email address, mobile phone number or other electronic contact details for each renter who consents*]

no

(The option to consent should be provided to each renter who is a party to the agreement)

## 10. Urgent repairs

- The rental provider must ensure that the rental property is provided and maintained in good repair.
- If there is a need for an urgent repair, the renter should notify the rental provider in writing.

For further information on seeking repairs see **Part D** (below).

### **Details of person the renter should contact for an urgent repair**

(rental provider to insert details)

Emergency contact name [*insert name of emergency contact*]

Emergency contact phone number [*insert phone number of emergency contact*]

Emergency contact email address [*insert email address of emergency contact*]

**11. Professional cleaning**

The rental provider must not require the renter to arrange professional cleaning or cleaning to a professional standard at the end of the tenancy unless—

- professional cleaning or cleaning to a professional standard was carried out to the rented premises immediately before the start of the tenancy and the renter was advised that professional cleaning or cleaning to a professional standard had been carried out to those premises immediately before the start of the tenancy; or
- professional cleaning or cleaning to a professional standard is required to restore the rented premises to the same condition they were in immediately before the start of the tenancy, having regard to the condition report and taking into account fair wear and tear.

The renter must have all or part of the rented premises professionally cleaned, or pay the cost of having all or part of the rented premises professional cleaned, if professional cleaning becomes required to restore the premises to the condition they were in immediately before the start of the tenancy, having regard to the condition report and taking into account fair wear and tear.

**12. Owners corporation**

Do owners corporation rules apply to the premises?

(rental provider to tick as appropriate)

yes

no

If yes, the rental provider must attach a copy of the rules to this agreement.

**13. Condition report**

The renter must be given 2 copies of the condition report (or one emailed copy) on or before the date the renter moves into the rented premises.

(rental provider to tick as appropriate)

The condition report has been provided.

The condition report will be provided to the renter on or before the date the agreement starts.

### **PART C—SAFETY-RELATED ACTIVITIES**

#### **14. Electrical safety checks**

- (a) The rental provider must ensure an electrical safety check of all electrical installations, appliances and fittings provided by a rental provider in the rented premises is conducted every 2 years by a licensed or registered electrician and must provide the renter with the date of the most recent safety check, in writing, on request of the renter.
- (b) If an electrical safety check of the rented premises has not been conducted within the last 2 years at the time the renter occupies the premises, the rental provider must arrange an electrical safety check as soon as practicable.

#### **15. Gas safety activities**

This safety-related activity only applies if the rented premises contains any appliances, fixtures or fittings which use or supply gas.

- (a) The rental provider must ensure that a gas safety check of all gas installations and fittings in the rented premises is conducted every 2 years by a licensed or registered gasfitter and must provide the renter with the date of the most recent safety check, in writing, on request of the renter.
- (b) If a gas safety check has not been conducted within the last 2 years at the time the renter occupies the premises, the rental provider must arrange a gas safety check as soon as practicable.

#### **16. Smoke alarm safety activities**

- (a) The rental provider must ensure that—
  - (i) any smoke alarm is correctly installed and in working condition; and
  - (ii) any smoke alarm is tested according to the manufacturer's instructions at least once every 12 months; and
  - (iii) the batteries in each smoke alarm are replaced as required.
- (b) The rental provider must immediately arrange for a smoke alarm to be repaired or replaced as an urgent repair if they are notified by the renter that it is not in working order.

**Note:** Repair or replacement of a hard-wired smoke alarm must be undertaken by a suitably qualified person.

- (c) The rental provider, on or before the commencement of the agreement, must provide the renter with the following information in writing—
  - (i) information about how each smoke alarm in the rented premises operates;
  - (ii) information about how to test each smoke alarm in the rented premises;
  - (iii) information about the renter's obligations to not tamper with any smoke alarms and to report if a smoke alarm in the rented premises is not in working order.
- (d) The renter must give written notice to the rental provider as soon as practicable after becoming aware that a smoke alarm in the rented premises is not in working order.

**Note:** Regulations made under the **Building Act 1993** require smoke alarms to be installed in all residential buildings.

#### **17. Swimming pool barrier safety activities**

These safety-related activities only apply if the rented premises contains a swimming pool.

- (a) The rental provider must ensure that the swimming pool barrier is maintained in good repair.
- (b) The renter must give written notice to the rental provider as soon as practicable after becoming aware that the swimming pool barrier is not in working order.
- (c) The rental provider must arrange for a swimming pool barrier to be immediately repaired or replaced as an urgent repair if they are notified by the renter that it is not in working order.
- (d) The rental provider must provide the renter with a copy of the most recent certificate of swimming pool barrier compliance issued under the **Building Act 1993** on the request of the renter.

#### **18. Relocatable swimming pool safety activities**

These safety-related activities only apply if a relocatable swimming pool is erected, or is intended to be erected, on the rented premises.

- (a) The renter must not erect a relocatable swimming pool without giving written notice to the rental provider before erecting the pool.
- (b) The renter must obtain any necessary approvals before erecting a relocatable swimming pool.

**Note:** Regulations made under **Building Act 1993** apply to any person erecting a relocatable swimming pool.

This safety-related activity only applies to swimming pools or spas that hold water deeper than 300 mm.

**19. Bushfire prone area activities**

This safety-related activity only applies if the rented premises is in a bushfire prone area and is required to have a water tank for bushfire safety.

If the rented premises is in a designated bushfire prone area under section 192A of the **Building Act 1993** and a water tank is required for firefighting purposes, the rental provider must ensure the water tank and any connected infrastructure is maintained in good repair as required.

The water tank must be full and clean at the commencement of the agreement.

**PART D—RIGHTS AND OBLIGATIONS**

This is a summary of selected rights and obligations of renters and rental providers under the Act.

Any reference to VCAT refers to the Victorian Civil and Administrative Tribunal.

For more information, visit [consumer.vic.gov.au/renting](http://consumer.vic.gov.au/renting).

**20. Use of the premises**

The renter—

- is entitled to quiet enjoyment of the premises. The rental provider may only enter the premises in accordance with the Act; and
- must not use the premises for illegal purposes; and
- must not cause a nuisance or interfere with the reasonable peace, comfort or privacy of neighbours; and
- must avoid damaging the premises and common areas. Common areas include hallways, driveways, gardens and stairwells. Where damage occurs, the renter must notify the rental provider in writing; and
- must keep the premises reasonably clean.

## 21. Condition of the premises

The rental provider—

- must ensure that the premises comply with the rental minimum standards, and is vacant and reasonably clean when the renter moves in; and
- must maintain the premises in good repair and in a fit condition for occupation; and
- agrees to do all the safety-related maintenance and repair activities set out in **Part C** of the Agreement.

The renter must follow all safety-related activities set out in **Part C** of the agreement and not remove, deactivate or otherwise interfere with the operation of prescribed safety devices on the premises.

## 22. Modifications

The renter—

- may make some modifications without seeking the rental provider's consent. These modifications are listed on the Consumer Affairs Victoria website; and
- must seek the rental provider's consent before installing any other fixtures or additions; and
- may apply to VCAT if they believe that the rental provider has unreasonably refused consent for a modification mentioned in the Act; and
- at the end of the agreement, must restore the premises to the condition it was in before they moved in (excluding fair wear and tear). This includes removing all modifications, unless the parties agree they do not need to be removed.

The rental provider must not unreasonably refuse consent for certain modifications.

A list of the modifications that the rental provider cannot unreasonably refuse consent for is available on the Consumer Affairs Victoria website [consumer.vic.gov.au/renting](http://consumer.vic.gov.au/renting).

## 23. Locks

The rental provider must ensure the premises—

- has locks to secure all windows capable of having a lock; and

- has deadlocks (a deadlock is a deadlatch with at least one cylinder) for external doors that are able to be secured with a functioning deadlock; and
- meets the rental minimum standards for locks and window locks.

External doors which are not able to be secured with a functioning deadlock must at least be fitted with a locking device that—

- is operated by a key from the outside; and
- may be unlocked from the inside with or without a key.

The renter must obtain consent from the rental provider to change a lock in the master key system.

The rental provider must not unreasonably refuse consent for a renter seeking to change a lock in the master key system.

The rental provider must not give a key to a person excluded from the premises under—

- a family violence intervention order; or
- a family violence safety notice; or
- a recognised non-local DVO; or
- a personal safety intervention order.

#### **24. Repairs**

Only a suitably qualified person may do repairs—both urgent and non-urgent.

#### **25. Urgent repairs**

Section 3(1) of the Act defines *urgent repairs*. Refer to the Consumer Affairs Victoria website for the full list of urgent repairs and for more information, visit [consumer.vic.gov.au/urgentrepairs](http://consumer.vic.gov.au/urgentrepairs).

Urgent repairs include failure or breakdown of any essential service or appliance provided for hot water, cooking, heating or laundering supplied by the rental provider.

The rental provider must carry out urgent repairs after being notified. A renter may arrange for urgent repairs to be done if the renter has taken reasonable steps to arrange for the rental provider to immediately do the repairs and the rental provider has not carried out the repairs.

If the renter has arranged for urgent repairs, the renter may be reimbursed directly by the rental provider for the reasonable cost of repairs up to \$2500.

The renter may apply to VCAT for an order requiring the rental provider to carry out urgent repairs if—

- (a) the renter cannot meet the cost of the repairs; or
- (b) the cost of repairs is more than \$2500; or
- (c) the rental provider refuses to pay the cost of repairs if it is carried out by the renter.

**26. Non-urgent repairs**

The renter must notify the rental provider, in writing, as soon as practicable of—

- damage to the premises; and
- a breakdown of facilities, fixtures, furniture or equipment supplied by the rental provider.

The rental provider must carry out non-urgent repairs in a reasonable time.

The renter may apply to VCAT for an order requiring the rental provider to do the repairs if the rental provider has not carried out the repairs within 14 days of receiving notice of the need for repair.

**27. Assignment or sub-letting**

The renter must not assign (transfer to another person) or sub-let the whole or any part of the premises without the written consent of the rental provider. The rental provider may give the renter notice to vacate if the renter assigns or sub-lets the premises without consent.

The rental provider—

- cannot unreasonably withhold consent to assign or sub-let the premises; and
- must not demand or receive a fee or payment for consent, other than any reasonable expenses incurred by the assignment.

**28. Rent**

The rental provider must give the renter at least 60 days written notice of a proposed rent increase.

The rent cannot be increased more than once every 12 months.

The rental provider must not increase the rent under a fixed term agreement unless the agreement provides for an increase by specifying the amount of increase or the method of calculating the rent increase.



**29. Access and entry**

The rental provider may enter the premises—

- at any time, if the renter has agreed within the last 7 days; and
- to do an inspection, but not more than once every 6 months; and
- to comply with the rental provider's duties under the Act; and
- to show the premises or conduct an open inspection to sell, rent or value the premises; and
- to take images or video for advertising a property that is for sale or rent; and
- if they believe the renter has failed to follow their duties under the Act; and
- to do a pre-termination inspection where the renter has applied to have the agreement terminated because of family violence or personal violence.

The renter must allow entry to the premises where the rental provider has followed proper procedure.

The renter is entitled to a set amount of compensation for each sales inspection.

**30. Pets**

The renter must seek consent from the rental provider before keeping a pet on the premises.

The rental provider must not unreasonably refuse a request to keep a pet.

**PART E—ADDITIONAL TERMS**

**31. Additional terms (if any)**

List any additional terms to this agreement. The terms listed must not exclude, restrict or modify any of the rights and duties included in the Act.

Additional terms must also comply with the Australian Consumer Law (Victoria). For example, they cannot be unfair terms, which will have no effect. Contact Consumer Affairs Victoria on 1300 558 181 for further information or visit [consumer.vic.gov.au/products-and-services/business-practices/contracts/unfair-contract-terms](http://consumer.vic.gov.au/products-and-services/business-practices/contracts/unfair-contract-terms).

*[insert additional terms]*

**Note:** If you need extra space, attach a separate sheet. Both the rental provider and renter should sign and date all attachments.

**32. Signatures**

This agreement is made under the Act.

Before signing you must read **Part D—Rights and Obligations** in this form which outlines your rights and obligations.

**Rental provider**

Signature [*insert signature of rental provider*]

Dated [*insert date of signing*]

**Renter**

Signature [*insert signature of renter*]

Dated [*insert date of signing*]

**Note:** Each renter who is a party to the agreement must sign and date here. If there are more than 4 renters, include details on an extra page.

**FORM 2**

**Residential Tenancies Act 1997**  
(Section 26(1A)(b))

(Regulation 10(2))

**RESIDENTIAL RENTAL AGREEMENT OF MORE THAN 5  
YEARS**

This agreement is between the residential rental provider (rental provider) and the renter listed on this form.

**PART A—GENERAL**

**1. Date of agreement**

This is the date the agreement is signed [*insert date agreement is signed*]

If the agreement is signed by the parties on different days, the date of the agreement is the date the last person signs the agreement.

**2. Premises let by the rental provider**

Address of premises [*insert address of premises*]

**3. Rental provider's details**

Full name or company name of rental provider [*insert name of rental provider*]

Address [*insert address of rental provider if there is no agent acting for the rental provider*]

Phone number [*insert phone number of rental provider if there is no agent acting for the rental provider*]

ACN [*insert ACN if applicable*]

Email address [*insert email address of rental provider if there is no agent acting for the rental provider*]

**Rental provider's agent's details**

Full name [*insert name of agent*]

Address [*insert address of agent*]

Phone number [*insert phone number of agent*]

ACN [*insert ACN of agent if applicable*]

Email address [*insert email address of agent*]

**Note:** The rental provider must notify the renter within 7 days if any of this information changes.

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**4. Renter's details**

*Each renter that is a party to the agreement must provide their details here.*

Full name of renter [*insert name of each renter*]

Current address [*insert address of each renter*]

Phone number [*insert phone number of each renter*]

Email address [*insert email address of each renter*]

**5. Length of the agreement**

- Fixed term agreement                      Start date [*insert start date*]  
(this is the date the agreement starts and you may move in)  
End date [*insert end date*]

The end date must be at least 5 years and one day from the start date.

**Note:** Schedule 1 to **Part F** (below) provides for the extension of the term of this agreement.

**6. Rent**

Rent amount (\$)                                      [*insert rent amount*]  
(payable in advance)

To be paid per                                       week  
(tick one box only)                                 fortnight  
    calendar month

Day rent is to be paid                            [*insert day*]  
(e.g. each Thursday or the 11th of  
each month)

Date first rent payment due                    [*insert date*]

**7. Bond**

The renter has been asked to pay the bond specified below.

Unless the rent is greater than \$900 (per week), the maximum bond taken must not be more than one month's rent. In some cases, the rental provider may ask the Victorian Civil and Administrative Tribunal (VCAT) to increase this limit. The rental provider or their agent must lodge the bond with the Residential Tenancies Bond Authority (RTBA). The bond must be lodged within 10 business days after receiving payment. The RTBA will send the renter a receipt for the bond. If the renter does not receive a receipt within 15 business days from when they paid the bond, they may—

- email the RTBA at [rtba@justice.vic.gov.au](mailto:rtba@justice.vic.gov.au); or
- call the RTBA on 1300 13 71 64.

Bond amount (\$) [*insert bond amount*]

Date bond payment due [*insert date bond is due*]

## 8. Additional bonds

- 8.1 The rental provider may require the renter to pay an additional amount of bond after the first 5 years of the agreement, if—
- the agreement is being extended by at least 5 years; or has an unexpired period of 5 years or more; or starts after a periodic rental agreement; or starts after the expiry of a fixed term rental agreement; and
  - the rental provider provides 120 days written notice to the renter.
- 8.2 If requested, the additional bond is determined by—
- calculating a total amount of bond for the next 5 year period of the agreement; using the rent payable at the commencement of the next 5 year period of the agreement as a basis for that bond calculation; and
  - subtracting the total amount of bond currently lodged with the RTBA from the amount calculated at paragraph (a).

**Example:** If the weekly rent is \$500 at the start of the agreement, the maximum bond payable is \$2167 (rounded up).

If 5 years of the agreement have finished, and the weekly rent is now \$550, the rental provider may ask for an additional bond of \$216. This will mean the total bond held by the RTBA on behalf of the renter is \$2383.

- 8.3 The rental provider or their agent must lodge the additional amount of bond with the RTBA within 10 business days after receiving the additional amount of bond.
- 8.4 The rental provider must not require an additional amount of bond more than once in any 5 year period of this agreement.

## PART B—STANDARD TERMS

### 9. Rental provider's preferred method of payment

**Note:** The rental provider must permit at least one fee-free (other than the renter's own bank fees) payment method and must allow the renter to use Centrepay or another form of electronic funds transfer.

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**Note:** The renter is entitled to receive a receipt from the rental provider confirming payment of rent.

(rental provider to tick available methods of rent payment)

- direct debit
- bank deposit
- cash
- cheque
- money order
- BPAY
- other electronic form of payment, including Centrepay [*insert details*]

Payment details [*insert any applicable payment details*]

**10. Service of notices and other documents by electronic methods**

- Electronic service of documents must be in accordance with the requirements of the **Electronic Transactions (Victoria) Act 2000**.
- Just because someone responds to an email or other electronic communications does not mean they have consented to the service of notices and other documents by electronic methods.
- The rental provider and renter must notify the other party in writing if they no longer wish to receive notices or other documents by electronic methods.
- The rental provider and renter must immediately notify the other party in writing if their contact details change.

10.1 Does the rental provider agree to the service of notices and other documents by electronic methods such as email?

The rental provider must complete this section before giving the agreement to the renter.

(rental provider to tick as appropriate)

- yes [*insert email address, mobile phone number or other electronic contact details*]
- no

10.2 Does the renter agree to the service of notices and other documents by electronic methods such as email?

(renter to tick as appropriate)

yes [*insert email address, mobile phone number or other electronic contact details for each renter who consents*]

no

(The option to consent should be provided to each renter who is a party to the agreement)

### 11. Urgent repairs

The rental provider is responsible for ensuring that the rented premises are provided and maintained in good repair. If there is a need for an urgent repair, the renter should notify the rental provider in writing. For example, urgent repairs may involve repairs to a burst water service, a gas leak or flood damage.

For further information on seeking repairs see **Part D** (below).

#### **Details of person the renter should contact for an urgent repair**

(rental provider to insert details)

Emergency contact name [*insert name of emergency contact*]

Emergency contact phone number [*insert phone number of emergency contact*]

Emergency contact email address [*insert email address of emergency contact*]

### 12. Professional cleaning

The rental provider must not require the renter to arrange professional cleaning or cleaning to a professional standard at the end of the tenancy unless—

- professional cleaning or cleaning to a professional standard was carried out to the rented premises immediately before the start of the tenancy and the renter was advised that professional cleaning or cleaning to a professional standard had been carried out to those premises immediately before the start of the tenancy; or
- professional cleaning or cleaning to a professional standard is required to restore the rented premises to the same condition they were in immediately before the start of the tenancy, having regard to the condition report and taking into account fair wear and tear.

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The renter must have all or part of the rented premises professionally cleaned, or pay the cost of having all or part of the rented premises professional cleaned, if professional cleaning becomes required to restore the premises to the condition they were in immediately before the start of the tenancy, having regard to the condition report and taking into account fair wear and tear.

**13. Owners corporation**

Do owners corporation rules apply to the premises?

(rental provider to tick as appropriate)

yes

no

If yes, the rental provider must attach a copy of the rules to this agreement.

**14. Condition report**

The renter must be given 2 copies of the condition report (or one emailed copy) on or before the date the renter moves into the rented premises.

(rental provider to tick as appropriate)

The condition report has been provided.

The condition report will be provided to the renter on or before the date the agreement starts.

**15. Rent adjustments**

Rental providers must choose their proposed method of adjusting rent over the period of the agreement when the agreement is signed.

**\*[Option 1—Inflation adjustment (CPI)]**

On each anniversary of the commencement date of the agreement, the rental provider may adjust the rent by the annual inflation rate (based on the Consumer Price Index).

The rental provider must provide the renter with written notice of the rent increase 60 days before the date the rent will increase.

**Notes:**

- (a) The **annual inflation rate** means the Consumer Price Index—All Groups Melbourne calculated using the most recent quarterly release from the Australian Bureau of Statistics that states the "All Groups CPI" change in the past 12 months for Melbourne.



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- (b) If this index is discontinued, then any other index that shows changes in cost of living in Melbourne as reasonably identified by the rental provider may be used instead.

**Example:** If the weekly rent in the first year is \$400 per week and 12 months has passed since the agreement started the rental provider may decide to increase the rent. If the All Groups CPI for Melbourne is 2 per cent, the rental provider may seek a rent increase of up to 2 per cent of the weekly rent. This means the new weekly rent may be up to \$408.

**\*[Option 2—Statewide Rent Index adjustment]**

- On each anniversary of the commencement date, the rental provider may adjust the rent by the Statewide Rent Index (SRI) Annual Percentage change for Victoria.

The rental provider must provide the renter with written notice of the rent increase 60 days before the date the rent will increase.

**Notes:**

- (a) **SRI** means the Statewide Rent Index published in the quarterly Rental Report by the Victorian Department of Families, Fairness and Housing. Rent adjustments must be calculated using the most recent quarterly release of the Victorian Department of Families, Fairness and Housing Rental Report that states the "Annual Percentage Change" for Victoria.
- (b) If the Victorian Department of Families, Fairness and Housing stops publishing this data, then this clause will be taken to be replaced by Option 1.

**Example:** If the weekly rent in the first year is \$400 per week and 12 months has passed since the agreement started the rental provider may decide to increase the rent. If the annual percentage change for Victoria is 4 per cent, the rental provider may seek a rent increase of up to 4 per cent. This means the new weekly rent can be up to \$416.

**\*[Option 3—Fixed Percentage Increase]**

- On each anniversary of the commencement date, the rental provider may adjust the rent by a fixed percentage of [*rental provider to insert percentage*]

The rental provider must provide the renter with written notice of the rent increase 60 days before the date the rent will increase.

**Example:** If the weekly rent in the first year is \$400 per week and 12 months has passed since the agreement started the rental provider may decide to increase the rent. If the fixed percentage increase is 3 per cent, a rental provider may seek a rent increase of up to 3 per cent. This means the new weekly rent may be up to \$412.

**\*[Option 4—Fixed Amount Increase]**

- The rent will increase on each anniversary of the commencement date by the following amount [*rental provider to insert dollar value*]

The rental provider must provide the renter with written notice of the rent increase 60 days before the date the rent will increase.

**16. Ending the agreement early**

- 16.1 Subject to subclause 16.3, if the renter ends the agreement early, the rental provider may require the renter to pay an amount that compensates the rental provider for the rent foregone (the money that may be lost by the rental provider if the agreement is ended early).

The amount of rent foregone must reflect the actual losses suffered by the rental provider.

That amount must be no more than one month's rent for each year left in the agreement.

**Note:** in the event that an application for compensation is made to VCAT, the rental provider may have to show how the actual losses were calculated.

- 16.2 The rental provider must take all reasonable steps to re-let the premises or otherwise minimise the amount of any rent foregone under this agreement.
- 16.3 The rental provider is not entitled to an amount of rent foregone under subclause 16.1 if this agreement ends because—
- (a) the renter has given the rental provider notice of intention to vacate rented premises under section 91ZD of the Act on the basis the premises are destroyed or unfit for habitation; or
  - (b) the renter has given the rental provider notice of intention to vacate rented premises under section 91ZE of the Act on the basis that the rental provider has failed to comply with a VCAT order; or
  - (c) the renter has given the rental provider notice of intention to vacate rented premises under section 91ZF of the Act on the basis of successive breaches by the rental provider.
- 16.4 Nothing in this agreement prevents a party to this agreement applying to VCAT for—
- (a) an order reducing the term of this agreement and making any necessary consequential variations to this agreement under section 91U of the Act (reduction of agreement on the basis of severe hardship); or

- (b) an order to end an agreement because of family or personal violence under section 91V of the Act; or
- (c) a compensation order if the other party has failed to comply with the terms of the agreement.

**17. Extension of agreement length**

- 17.1 This agreement may be extended by the renter and the rental provider—
- (a) for any period that they agree; and
  - (b) as many times as they agree to do so.
- 17.2 If the rental provider and the renter agree to an extension of the term, the rental provider and the renter must complete, sign and date **Part F** of this agreement.
- 17.3 The terms and conditions of the extended term will otherwise be the same as the terms and conditions contained in this agreement, modified, if necessary, to apply to the extended term.

**18. Modifications**

- 18.1 If the rental provider and the renter agree to any alterations, additions, installations or renovations to the rented premises, this can be recorded in Schedule 2 to **Part F** of this agreement.
- 18.2 The rental provider and the renter must complete, sign and date **Part F** of this agreement before the renter makes any alteration, addition, installation or renovation to the premises referred to in Schedule 2 to **Part F**.
- 18.3 At the expiry or earlier termination of the tenancy agreement, the renter must undertake the restoration requirements (if any) or pay to the rental provider the amount (if any), specified in **Part F** of this agreement.

**Notes**

- (a) If the rental provider and renter subsequently agree to any further alterations, additions, installations or renovations to the premises, they must, on each such occasion, complete and attach an additional copy of **Part F** of this agreement.
- (b) Section 64(2) of the Act provides that a renter who has installed fixtures or altered or made additions to rented premises, with or without the rental provider's consent, must restore the premises or pay the rental provider the reasonable cost of restoration before the agreement is terminated— unless this agreement provides otherwise or the rental provider and renter otherwise agree.

## **PART C—SAFETY-RELATED ACTIVITIES**

### **19. Electrical safety checks**

- (a) The rental provider must ensure an electrical safety check of all electrical installations, appliances and fittings provided by a rental provider in the rented premises is conducted every 2 years by a licensed or registered electrician and must provide the renter with the date of the most recent safety check, in writing, on request of the renter.
- (b) If an electrical safety check of the rented premises has not been conducted within the last 2 years at the time the renter occupies the premises, the rental provider must arrange an electrical safety check as soon as practicable.

### **20. Gas safety activities**

This safety-related activity only applies if the rented premises contains any appliances, fixtures or fittings which use or supply gas.

- (a) The rental provider must ensure that a gas safety check of all gas installations and fittings in the rented premises is conducted every 2 years by a licensed or registered gasfitter and must provide the renter with the date of the most recent safety check, in writing, on the request of the renter.
- (b) If a gas safety check has not been conducted within the last 2 years at the time the renter occupies the premises, the rental provider must arrange a gas safety check as soon as practicable.

### **21. Smoke alarm safety activities**

- (a) The rental provider must ensure that—
  - (i) any smoke alarm is correctly installed and in working condition; and
  - (ii) any smoke alarm is tested according to the manufacturer's instructions at least once every 12 months; and
  - (iii) the batteries in each smoke alarm are replaced as required.
- (b) The rental provider must immediately arrange for a smoke alarm to be repaired or replaced as an urgent repair if they are notified by the renter that it is not in working order.

**Note:** Repair or replacement of a hard-wired smoke alarm must be undertaken by a suitably qualified person.

- (c) The rental provider, on or before the commencement of the agreement, must provide the renter with the following information in writing—
  - (i) information about how each smoke alarm in the rented premises operates;
  - (ii) information about how to test each smoke alarm in the rented premises;
  - (iii) information about the renter's obligations to not tamper with any smoke alarms and to report if a smoke alarm in the rented premises is not in working order.
- (d) The renter must give written notice to the rental provider as soon as practicable after becoming aware that a smoke alarm in the rented premises is not in working order.

**Note:** Regulations made under the **Building Act 1993** require smoke alarms to be installed in all residential buildings.

## **22. Swimming pool barrier safety activities**

These safety-related activities only apply if the rented premises contains a swimming pool.

- (a) The rental provider must ensure that the swimming pool barrier is maintained in good repair.
- (b) The renter must give written notice to the rental provider as soon as practicable after becoming aware that the swimming pool barrier is not in working order.
- (c) The rental provider must arrange for a swimming pool barrier to be immediately repaired or replaced as an urgent repair if they are notified by the renter that it is not in working order.
- (d) The rental provider must provide the renter with a copy of the most recent certificate of swimming pool barrier compliance issued under the **Building Act 1993** on the request of the renter.

## **23. Relocatable swimming pool safety activities**

These safety-related activities only apply if a relocatable swimming pool is erected, or is intended to be erected, on the rented premises.

- (a) The renter must not erect a relocatable swimming pool without giving written notice to the rental provider before erecting the pool.
- (b) The renter must obtain any necessary approvals before erecting a relocatable swimming pool.

**Note:** Regulations made under the **Building Act 1993** apply to any person erecting a relocatable swimming pool.

These safety-related activities only apply to swimming pools or spas that can hold water deeper than 300 mm.

**24. Bushfire prone area activities**

This safety-related activity only applies if the rented premises is in a bushfire prone area and is required to have a water tank for bushfire safety.

If the rented premises is in a designated bushfire prone area under section 192A of the **Building Act 1993** and a water tank is required for firefighting purposes, the residential rental provider must ensure the water tank and any connected infrastructure is maintained in good repair as required.

The water tank must be full and clean at the commencement of the agreement.

**PART D—RIGHTS AND OBLIGATIONS**

This is a summary of selected rights and obligations of renters and rental providers under the Act.

Any reference to VCAT refers to the Victorian Civil and Administrative Tribunal.

For more information, visit [consumer.vic.gov.au/renting](http://consumer.vic.gov.au/renting).

**25. Use of the premises**

The renter—

- is entitled to quiet enjoyment of the premises. The rental provider may only enter the premises in accordance with the Act; and
- must not use the premises for illegal purposes; and
- must not cause a nuisance or interfere with the reasonable peace, comfort or privacy of neighbours; and
- must avoid damaging the premises and common areas. Common areas include hallways, driveways, gardens and stairwells. Where damage occurs, the renter must notify the rental provider in writing; and
- must keep the premises reasonably clean.

**26. Condition of the premises**

The rental provider—

- must ensure that the premises comply with the rental minimum standards, and is vacant and reasonably clean when the renter moves in; and
- must maintain the premises in good repair and in a fit condition for occupation; and
- agrees to do all the safety-related maintenance and repair activities set out in **Part C** of the agreement.

The renter must follow all safety-related activities set out in **Part C** of the agreement and not remove, deactivate or otherwise interfere with the operation of prescribed safety devices on the premises.

**27. Modifications**

The renter—

- may make some modifications without seeking the rental provider's consent. These modifications are listed on the Consumer Affairs Victoria website; and
- must seek the rental provider's consent before installing any other fixtures or additions; and
- may apply to VCAT if they believe that the rental provider has unreasonably refused consent for a modification mentioned in the Act; and
- at the end of the agreement, must restore the premises to the condition it was in before they moved in (excluding fair wear and tear). This includes removing all modifications, unless the parties agree they do not need to be removed.

The rental provider must not unreasonably refuse consent for certain modifications.

A list of the modifications that the rental provider cannot unreasonably refuse consent for is available on the Consumer Affairs Victoria website [consumer.vic.gov.au/renting](http://consumer.vic.gov.au/renting).

**28. Locks**

The rental provider must ensure the premises—

- has locks to secure all windows capable of having a lock; and

- has deadlocks (a deadlock is a deadlatch with at least one cylinder) for external doors that are able to be secured with a functioning deadlock; and
- meets the rental minimum standards for locks and window locks.

External doors which are not able to be secured with a functioning deadlock must at least be fitted with a locking device that—

- is operated by a key from the outside; and
- may be unlocked from the inside with or without a key.

The renter must obtain consent from the rental provider to change a lock in the master key system.

The rental provider must not unreasonably refuse consent for a renter seeking to change a lock in the master key system.

The rental provider must not give a key to a person excluded from the premises under—

- a family violence intervention order; or
- a family violence safety notice; or
- a recognised non-local DVO; or
- a personal safety intervention order.

## **29. Repairs**

Only a suitably qualified person may do repairs—both urgent and non-urgent.

## **30. Urgent repairs**

Section 3(1) of the Act defines *urgent repairs*. Refer to the Consumer Affairs Victoria website for the full list of urgent repairs and for more information, visit [consumer.vic.gov.au/urgentrepairs](http://consumer.vic.gov.au/urgentrepairs).

Urgent repairs include failure or breakdown of any essential service or appliance provided for hot water, cooking, heating or laundering supplied by the rental provider.

The rental provider must carry out urgent repairs after being notified.

A renter may arrange for urgent repairs to be done if the renter has taken reasonable steps to arrange for the rental provider to immediately do the repairs and the rental provider has not carried out the repairs.

If the renter has arranged for urgent repairs, the renter may be reimbursed directly by the rental provider for the reasonable cost of repairs up to \$2500.



The renter may apply to VCAT for an order requiring the rental provider to carry out urgent repairs if—

- (a) the renter cannot meet the cost of the repairs; or
- (b) the cost of repairs is more than \$2500; or
- (c) the rental provider refuses to pay the cost of repairs if it is carried out by the renter.

**31. Non-urgent repairs**

The renter must notify the rental provider, in writing, as soon as practicable of—

- damage to the premises; and
- a breakdown of facilities, fixtures, furniture or equipment supplied by the rental provider.

The rental provider must carry out non-urgent repairs in a reasonable time.

The renter may apply to VCAT for an order requiring the rental provider to do the repairs if the rental provider has not carried out the repairs within 14 days of receiving notice of the repair.

**32. Assignment or sub-letting**

The renter must not assign (transfer to another person) or sub-let the whole or any part of the premises without the written consent of the rental provider. The rental provider may give the renter notice to vacate if the renter assigns or sub-lets the premises without consent.

The rental provider—

- cannot unreasonably withhold consent to assign or sub-let the premises; and
- must not demand or receive a fee or payment for consent, other than reasonable expenses incurred by the assignment.

**33. Rent**

The rental provider must give the renter at least 60 days written notice of a proposed rent increase.

The rent cannot be increased more than once every 12 months.

The rental provider must not increase the rent unless the agreement provides for an increase by specifying the amount of increase or the method of calculating the rent increase.

**34. Access and entry**

The rental provider may enter the premises—

- at any time, if the renter has agreed within the last 7 days; and
- to do an inspection but not more than once every 12 months; and
- to comply with the rental provider's duties under the Act; and
- to show the premises or conduct an open inspection to sell, rent or value the premises; and
- to take images or video for advertising a property that is for sale or rent; and
- if they believe the renter has failed to follow their duties under the Act; and
- to do a pre-termination inspection where the renter has applied to have the agreement terminated because of family violence or personal violence.

The renter must allow entry to the premises where the rental provider has followed proper procedure.

The renter is entitled to a set amount of compensation for each sales inspection.

**35. Pets**

The renter must seek consent from the rental provider before keeping a pet on the premises.

The rental provider must not unreasonably refuse a request to keep a pet.

**PART E—ADDITIONAL TERMS**

**36. Additional terms (if any)**

List any additional terms to this agreement. The terms listed must not exclude, restrict or modify any of the rights and duties included in the Act.

Additional terms must also comply with the Australian Consumer Law (Victoria). For example, they cannot be unfair terms, which will have no effect. Contact Consumer Affairs Victoria on 1300 55 81 81 for further information or visit [consumer.vic.gov.au/products-and-services/business-practices/contracts/unfair-contract-terms](http://consumer.vic.gov.au/products-and-services/business-practices/contracts/unfair-contract-terms).

*[insert additional terms]*

**Note:** If you need extra space, attach a separate sheet. Both the rental provider and renter should sign and date all attachments.

**37. Signatures**

This agreement is made under the Act.

Before signing you must read **Part D—Rights and Obligations** in this form which outlines your rights and obligations.

**Rental provider**

Signature [*insert signature of rental provider*]

Dated [*insert date of signing*]

**Renter**

Signature [*insert signature of renter*]

Dated [*insert date of signing*]

**Note:** Each renter who is a party to the agreement must sign and date here. If there are more than 4 renters, include details on an extra page.

**PART F—EXTENSIONS OF TERM, ALTERATIONS,  
ADDITIONS, INSTALLATIONS, RENOVATIONS AND  
RESTORATION REQUIREMENTS**

**SCHEDULE 1—EXTENSIONS OF THE AGREEMENT**

The rental provider and renter may agree to extend the agreement at any time during the agreement.

**38. Extension of term**

The rental provider and the renter agree that the duration of this agreement is extended to the new end date specified below—

[*insert new end date*]

The end date must be at least 5 years and one day from the commencement date.

**Signatures**

**Rental provider**

Signature [*insert signature of rental provider*]

Dated [*insert date of signing*]

**Renter**

Signature [*insert signature of renter*]

Dated [*insert date of signing*]

**Note:** Each renter who is a party to the agreement must sign and date here. If there are more than 4 renters, include details on an extra page.

## **SCHEDULE 2—MODIFICATIONS**

The rental provider and renter may agree to a list of modifications at any time during the agreement.

### **39. Agreed modifications**

Subject to the restoration requirements (if any) specified in this Part, the rental provider consents to the renter making the alterations, additions, installations or renovations to the premises specified below—

*[insert alterations, additions, installations or renovations to the premises that the renter is permitted to make during the term, for example—*

- *installation of a security screen on the front door;*
- *installation of a herb garden]*

### **40. Restoration requirements**

If the renter undertakes the alterations, additions, installations or renovations to the premises specified above, either—

(tick the appropriate box)

the rental provider agrees that there is no requirement to restore the premises or pay for restoration of the premises;

or

the renter agrees to undertake the restoration requirements or pay the amount specified at the expiry or earlier termination of this agreement, as set out below.

*[insert restoration requirements that apply at the end of this agreement]*

Estimated cost of restoring premises: *[enter amount]*

an additional amount of bond to restore the premises for an installation, renovation, alteration or addition under section 64(2) of the Act has NOT been requested

an additional amount of bond to restore the premises for an installation, renovation, alteration or addition under section 64(2) of the Act has been requested *[insert bond amount]*

The rental provider or agent must lodge the bond with the Residential Tenancies Bond Authority (RTBA).

The bond must be lodged within 10 days after receiving payment. The RTBA will send the renter a receipt for the bond.

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If the renter does not receive a receipt within 15 business days from when they paid the bond, they may—

- email the RTBA at [rtba@justice.vic.gov.au](mailto:rtba@justice.vic.gov.au); or
- call the RTBA on 1300 13 71 64.

**Signatures**

**Rental provider**

Signature [*insert signature of rental provider*]

Dated [*insert date of signing*]

**Renter**

Signature [*insert signature of renter*]

Dated [*insert date of signing*]

**Note:** Each renter who is a party to the agreement must sign and date here. If there are more than 4 renters, include details on an extra page.

**Note:** If the rental provider and renter subsequently agree to further alterations, additions, installations or renovations to the premises, they must complete and attach an additional copy of this Schedule to the agreement.

**FORM 3**

**Residential Tenancies Act 1997**  
(Section 29C)

(Regulation 14)

**STATEMENT OF INFORMATION FOR RENTAL  
APPLICANTS**

1. Discrimination is treating, or proposing to treat, someone unfavourably because of a personal attribute. Discrimination is also imposing an unreasonable requirement, condition or practice that disadvantages persons with a personal attribute.
2. In Victoria it is unlawful to discriminate against someone in relation to certain personal attributes. This means that residential rental providers (rental providers) and real estate agents cannot refuse you accommodation or discriminate against you during your tenancy on the basis of personal attributes protected by law. The following is a list of some protected attributes that are sometimes discriminated against in the rental market—
  - age;
  - disability (including physical, sensory, intellectual disability and mental illness);
  - employment activity;
  - expunged homosexual conviction;
  - gender identity;
  - industrial activity (including union activity);
  - marital status;
  - parental status or status as a carer;
  - physical features;
  - political belief or activity;
  - pregnancy or breastfeeding;
  - race;
  - religious belief or activity;
  - lawful sexual activity or sexual orientation;
  - sex or intersex status;

- association with someone who has these personal attributes.
3. These personal attributes are protected by law and extend to agreements under the **Residential Tenancies Act 1997** (the Act). It is against the law for a rental provider or their agent to treat you unfavourably or discriminate against you because of these personal attributes when you are applying for a rental property, occupying a rental property or leaving a rental property.
  4. Discrimination on the basis of any of these personal attributes may contravene Victorian laws including the Act, the **Equal Opportunity Act 2010** (the Equal Opportunity Act), and a range of Commonwealth Acts including the Age Discrimination Act 2004, the Disability Discrimination Act 1992, the Racial Discrimination Act 1975 and the Sex Discrimination Act 1984.
  5. In some limited circumstances, discrimination may not be unlawful, including accommodation provided for children, shared family accommodation, and student accommodation. For example, a community housing provider who is funded to provide youth housing may positively discriminate to provide accommodation for a young person. For more information, contact the Victorian Equal Opportunity and Human Rights Commission (VEOHRC).
  6. **Scenarios and examples of unlawful discrimination in applying for a property**
    - Refusing or not accepting your application because you have children, unless the premises is unsuitable for occupation by children due to its design or location.
    - Processing your application differently to other applicants and not giving your application to the rental provider because you have a disability or because of your race.
    - Offering you the property on different terms by requiring more bond or requiring you to have a guarantor because of your age.
    - Refusing to provide accommodation because you have an assistance dog.
  7. **Scenarios and examples of unlawful discrimination when occupying or leaving a property**
    - Refusing to agree to you assigning your lease to someone else because of that person's personal attributes.
    - Refusing to allow you to make reasonable alterations or modifications to the property to meet your needs if you have a disability.

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- Extending or renewing your agreement on less favourable terms than your original agreement based on your protected attributes (e.g. due to a disability).
- Issuing you with a notice to vacate based on your protected attributes.

The examples listed and similar actions could contravene the Act, the Equal Opportunity Act, or the Commonwealth Acts.

**Getting help**

8. If a rental provider or a real estate agent has unlawfully discriminated against you and you have suffered loss as a result, you may apply to VCAT for an order for compensation under section 210AA of the Act. VCAT may be contacted online at [vcat.vic.gov.au/](http://vcat.vic.gov.au/) or by calling 1300 018 228.
9. If you would like advice about unlawful discrimination in relation to an application to rent or an existing agreement you may call Victoria Legal Aid on 1300 792 387.
10. If you feel you have been unlawfully discriminated against when applying to rent, or once you have occupied a property, you or someone on your behalf may make a complaint to VEOHRC at [humanrightscommission.vic.gov.au/](http://humanrightscommission.vic.gov.au/) or by calling 1300 292 153.



**FORM 4**

**Residential Tenancies Act 1997**  
(Section 35(1B))

(Regulation 18)

**CONDITION REPORT—RENTED PREMISES**

1. A condition report must be completed at the start of every residential rental agreement (rental agreement). It is important that the renter completes this report in detail as it records the state of the premises at the start of the rental agreement.  
  
Keep the condition report in a safe place. It will help to resolve disputes over cleaning, damage, safety or missing items at the end of the agreement.  
  
Take photos that show the condition of items, fixtures and fittings. Fixtures and fittings are items considered to be part of the premises. Photos should be taken at the beginning and at the end of the tenancy.  
  
The renter and the residential rental provider (rental provider) or agent should sign and date all extra pages.  
  
Renters can fill in a condition report and give it to their rental provider if they are not given one.
2. **At the start of a rental agreement**—At the start of a rental agreement and before a renter enters moves into the rented premises, the rental provider or their agent must—
  - fill in, sign and date the condition report; and
  - add extra pages to the report if there is not enough room when listing items; and
  - give 2 copies of the signed report to the renter to fill in their part (or one copy if sending electronically).
3. At the start of a rental agreement, renters must fill in, sign and date the condition report within 5 business days after moving in. A completed report may help the renter verify the condition of the rented premises, if there is a later dispute about the renter's responsibility for damage or cleaning.
4. When filling out the condition report the renter should—
  - include comments where they disagree with the description of an item and note anything which seems unsafe, insecurely fixed or needs repair; and

**Note:** where the condition report lists something needing repair, this provides the rental provider with written notice of the issue. If the rental provider does not carry out the repairs within a reasonable period of time, a renter can apply to the Victorian Civil and Administrative Tribunal (VCAT) for an order requiring the repairs to be carried out.

- take photos that show the condition of items—especially if the renter does not agree with what is on the form. Identify the location in which the photo is taken, including the date, and send a copy to the agent or rental provider together with the amended condition report; and
  - tell the rental provider or their agent about any defect that could be a threat to safety. For more information on reporting safety issues, see the Renters Guide or [www.consumer.vic.gov.au/renting](http://www.consumer.vic.gov.au/renting).
5. **Correcting a condition report**—Renters may not be able to see if all of the items in the condition report are working when they fill in the report. If they subsequently find that something is not working or in poor repair, renters may apply to VCAT to correct the report. This must be done within 30 days after the start date of the agreement. VCAT may order that the condition report be amended.
6. **At the end of the agreement**—At the end of the agreement, the rental provider or their agent must—
- complete the final inspection and fill in the condition report within 10 days after the end date of the agreement; and
  - give the renter an opportunity to attend the inspection if possible; and
  - allow for fair wear and tear as this does not count as damage caused by the renter.

**Note:** where the renter is a victim of family or personal violence, VCAT may order that the renter is not to be held liable for any loss or damage caused by the alleged perpetrator of that violence.

#### **PART A—PARTY DETAILS**

7. Date of condition report [*insert date the \*rental provider/\*agent has prepared Parts A, B and C of this report*]
8. Address of rented premises [*insert address of rented premises*]
9. Rental provider's details [*insert full name of rental provider*]

10. \*Agent's details [*insert full name/company name of an agent representing the rental provider*]
11. Renter's details [*insert full name of renter*]

Each renter that is a party to the agreement should sign this condition report.

**Note:** Rental providers and renters should take photos of the premises. Photos should be taken close-up to show detail regarding the structure, fixtures or fittings being photographed and at a distance for perspective. Photos should be dated, labelled and attached to this condition report, in hard copy or electronically; they should identify the location or room. Photos may be useful in a dispute about the condition of the rented premises.

#### **PART B—START OF RENTAL AGREEMENT CONDITION REPORT**

The rental provider or their agent must list features of each room in the rented premises and any appliances, fixtures or fittings let in the rented premises, including any of the following—

- baths;
- bed frames;
- blinds/curtains;
- cabinets;
- ceilings;
- chairs;
- cooktops;
- dishwashers;
- doors;
- door locks;
- exhaust fans;
- floor coverings;
- heaters;
- hot water services;
- internet connections;
- intercoms/security phones;

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- keys;
- light fittings and light switches;
- mattresses;
- meal preparation areas;
- mirrors;
- ovens;
- phone lines;
- picture hooks (number and location);
- power points;
- rangehoods;
- refrigerator;
- screen doors;
- security systems;
- showers;
- side tables;
- sinks;
- smoke alarms;
- staircases;
- storage cupboards;
- taps;
- telephone connections;
- tiling;
- towel rails;
- tv connections;
- wardrobes;
- washbasins;
- window locks;
- window screens;

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- windows.

Features, appliances, fixtures and fittings on the outside of the rented premises must also be listed, including any of the following—

- balconies;
- clothes lines;
- fences;
- garages;
- gardens;
- gates;
- green waste bins;
- hot water systems;
- letter boxes;
- pool or spas;
- porches;
- recycling bins;
- rubbish bins;
- storage cages;
- sheds;
- water tanks.

For each feature, appliance, fixture or fitting, the rental provider or their agent must note whether the item is clean, undamaged, and working.

For each feature, appliance, fixture or fitting, the rental provider or their agent may include additional comments or photos in relation to the state of the item. If they are unable to test whether a particular appliance is in working order, for example, due to an absence of electricity, they should write "unable to assess".

The rental provider or their agent must provide instructions to the renter to—

- indicate if the renter agrees or disagrees with the rental provider or their agent's assessment; and
- provide comments against each item if the renter disagrees, considers that something is unsafe or wants to add more details; and

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- provide any photos taken by the renter to support the renter's assessment.

For each feature, appliance, fixture or fitting, the rental provider or their agent must leave adequate space for the renter to—

- agree or disagree with the rental provider or their agent's assessment of the item; and
- provide comments on each item; and
- provide photos in relation to each item.

The rental provider must also permit the renter to make attachments to the condition report to add additional information about the condition of any feature, appliance, fixture or fitting in the rented premises or any photos.

**PART C—FOR THE START OF THE AGREEMENT ONLY**

**Communications**

12.  A telephone line is connected to the rented premises
13.  An internet line is connected to the rented premises
14.  The rented premises is connected to the national broadband network (NBN)
15. Location of NBN connection in the rented premises [*insert location of NBN connection*]

**Information regarding safety**

16. The rental provider must keep records of gas and electrical safety checks. The rental provider must provide records of the gas and electrical safety checks on request by the renter.
17. Date of last smoke alarm test [*insert date*]
18. Date of last electrical safety check test [*insert date*]
19. Date of last gas safety check [*insert date*]
20. Date of last swimming pool barrier compliance check [*insert date*]

**PART D—SIGNATURES**

21. **\*Rental provider/\*agent**

Signature of \*rental provider/\*agent [*insert signature of rental provider/agent*]

Date [*insert date of signing*]

22. **Renter**

**Note:** Each renter must sign this report.

23. I have read the \*rental provider's/\*agent's report and agree except where I have commented in **Part B** of this report.

Signature of renter [*insert signature of renter*]

Date [*insert date of signing*]

*Insert signatures of any additional renters and the date of signing on this page, or at the back of the condition report.*

**Note:** Renters should return one copy to the rental provider and keep the other copy in a safe place.

**PART E—END OF RENTAL AGREEMENT CONDITION REPORT**

24. Date of condition report [*insert date the \*rental provider/\*agent has prepared **Part D** of this report*]

25. This part of the report is to be completed by the rental provider or their agent within 10 days after the end of the agreement.

26. The rental provider or their agent must complete this part of the condition report in the presence of the renter or give the renter a reasonable opportunity to be present when it is completed.

*The rental provider or their agent must list each feature of each room in the rented premises and any appliances, fixtures or fittings let in the rented premises including any that are listed in the agreement under Part B.*

*For each feature, appliance, fixture or fitting, the rental provider or their agent must note whether the item is clean, undamaged, and in working condition. If the status of any feature, appliance, fixture or fitting has changed, the rental provider or their agent is advised to make comment and take pictures.*

\*Delete if not applicable.

† Tick as applicable.

**FORM 5**

**Residential Tenancies Act 1997**  
(Section 44(1))

(Regulation 21)

**NOTICE OF PROPOSED RENT INCREASE TO RENTER OF  
RENTED PREMISES**

1. The residential rental provider (rental provider) must use this form to notify the renter of a proposed rent increase.

**PART A—INFORMATION FOR THE RENTER**

2. The rental provider must give you at least 60 days notice of any rent increase.

A valid notice of a proposed rent increase is required for all rent increases.

This notice may provide for one rent increase only.

The notice must include the method by which the rent increase was calculated. The rent increase cannot be greater than the amount calculated using this method.

Rental providers must not increase the rent during a fixed term residential rental agreement (agreement) unless the agreement provides for an increase.

Rental providers must not increase the rent more than once every 12 months.

**Challenging a rent increase**

3. You may apply to the Director of Consumer Affairs Victoria to review the proposed increase if you think it is excessive. This is free. You may apply by filling in the section 'Rent increase investigation' (below) and giving a copy to Consumer Affairs Victoria. An application must be made in writing within 30 days after the notice is given. The Director will then investigate the increase and provide a report.
4. You may also apply to the Victorian Civil and Administrative Tribunal (VCAT) for an order declaring the proposed rent amount to be excessive. This application must be made within 30 days after receiving the Director's report or within 30 days after the notice of rent increase is given (where there is no Director's report). You will need to pay the increased rent amount from the date provided on this notice unless VCAT decides otherwise. If you have not requested a report from the Director, and 30 days have passed since you have received the notice, you can still apply directly to VCAT.



**Note:** you will need to satisfy VCAT that you have reasonable grounds to apply without first getting a report from Consumer Affairs Victoria.

5. For further information visit the renting section of the Consumer Affairs Victoria website at [www.consumer.vic.gov.au/renting](http://www.consumer.vic.gov.au/renting) or call 1300 558 181.

### **PART B—DETAILS**

6. Address of rented premises [*insert address*]
7. Renter's details  
This notice is given to [*insert renter's name*]  
*Include the names of each renter that is a party to the agreement.*
8. Rental provider's details  
Name of rental provider [*insert rental provider's name—cannot be the agent's name*]
9. Address of rental provider for the purpose of serving documents [*insert rental provider's address—can be the agent's address*]
10. Contact details of rental provider or agent  
Business hours [*insert telephone number*]  
After hours [*insert telephone number*]  
Email address [*insert email address*]
11. Proposed rent increase  
I intend to increase the rent as follows—  
Current rent amount (\$) [*insert rent*] per \*week/\*fortnight/\*calendar month  
New rent amount (\$) [*insert rent*]  
Start date [*insert start date*]  
Method used to calculate rent increase [*insert method, for example 'Consumer Price Index', used to calculate rent increase. Provide details of the process and calculation used to reach new rent amount*]
12. Delivery of this notice  
This notice has been sent on [*insert date notice sent*]—  
 personally, for example by hand  
 by registered/ordinary post    Expected delivery time [*insert expected delivery time*]  
 by email (if consent has been provided by the renter)

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Renter's postal or email address [*insert postal or email address*]

13. Rent increase investigation—for renters

A request for an investigation by the Director of Consumer Affairs Victoria must be in writing.

You may apply for an investigation, by ticking the box below, writing your daytime telephone number, and posting a copy of this form to Director of Consumer Affairs Victoria, GPO Box 123 Melbourne 3001, or emailing it to [renting@justice.vic.gov.au](mailto:renting@justice.vic.gov.au).

After your request has been received, a Residential Tenancies Inspector will contact you.

Yes, <sup>†</sup>I/<sup>†</sup>we the renter/s wish to apply for a rent increase investigation.

Renter daytime telephone number [*insert telephone number*]

\*Delete if not applicable.

<sup>†</sup> Tick as applicable.

**FORM 6**

**Residential Tenancies Act 1997**  
(Section 91ZZO(a))

(Regulation 37)

**NOTICE TO VACATE TO RENTER OF RENTED PREMISES**

**INFORMATION FOR RENTERS**

1. This is a notice to vacate. It tells you that the residential rental provider (rental provider) wants you to move out by a certain date. You can find details of this date in clause 10 "Termination date" below.
2. **Challenging this notice**—You may be able to challenge this notice at the Victorian Civil and Administrative Tribunal (VCAT). Reasons to challenge a notice include—
  - you believe you were given this notice due to unlawful discrimination or because you tried to exercise your rights as a renter; or
  - you believe it was not given to you properly; or
  - you disagree with the reason given or the information in the form is incorrect or incomplete; or
  - you have experienced family or personal violence and this caused the behaviour listed in the notice to vacate. In this case, you should apply to VCAT within 30 days after the notice has been given.

Specific timeframes may apply to certain reasons to challenge a notice. You may also challenge the validity of the notice if the rental provider applies to VCAT for a possession order.

You should seek advice if you are considering challenging a notice to vacate.

3. **Unpaid rent**  
If you received a notice because you have not paid your rent—
  - If you pay all of the unpaid rent on or before the termination date in the notice, this notice has no effect.
  - You can find out more about this type of notice to vacate on the Consumer Affairs Victoria website.
4. **Possession orders and warrants**—Rental providers must give you the appropriate notice to vacate before they apply to VCAT for a possession order.

If you do not vacate on the date stated in the notice, the rental provider may apply to VCAT asking for an order requiring you to leave (a possession order). VCAT will notify you of a hearing date that you can attend. You are encouraged to attend the hearing.

At the hearing, VCAT decides whether the rental provider was entitled to give you a notice to vacate. VCAT will make a possession order if it is satisfied that it is reasonable and proportionate to do so. VCAT may consider whether the notice to vacate was given in response to the act of a person who has subjected you to family or personal violence. It may also consider whether you can comply with a payment plan for any rental arrears, if applicable.

VCAT will decide if you must leave the property and on what date that should occur. You may ask for more time in the property if you will be in hardship. Rental providers cannot personally use force to remove you if you refuse to leave the property. Only Victoria Police can carry out a forcible eviction, and only when they are acting on a VCAT order (a warrant for possession).

5. **Ending the residential rental agreement earlier**—In some cases, you may be able to end the residential rental agreement (rental agreement) earlier than the termination date in the notice to vacate, if the notice is given for one of the following reasons:

Repairs or renovations; demolition; change of use of premises; occupation by the rental provider or their family; the premises are to be sold; the premises are required for a public purpose; the renter no longer meets the eligibility criteria; or in the case of a fixed term rental agreement, to specify a termination date that is on or after the date of the end of the initial fixed term of the agreement.

To notify the rental provider, use a Notice of intention to vacate form and provide at least 14 days notice.

6. **Seeking advice**—If you think you have grounds to challenge a notice to vacate at VCAT you should seek advice immediately by contacting one of the community legal organisations listed on the Consumer Affairs Victoria website. For further information visit the renting section of the Consumer Affairs Victoria website at [consumer.vic.gov.au/renting](http://consumer.vic.gov.au/renting) or call 1300 558 181.

### NOTICE

7. Address of rented premises [*insert address of rented premises*]  
8. Renter's details [*insert full name of each renter*]

*Include the name of each renter who is a party to the residential rental agreement.*

9. **\*Rental provider's/\*mortgagee's details**

I am giving you this notice as—

the rental provider

the mortgagee

Full name of \*rental provider/\*mortgagee (this cannot be the agent's name) [*insert rental provider's or mortgagee's full name*]

\*Rental provider's/\*mortgagee's address for serving documents (this may be the agent's address) [*insert address of \*rental provider/\*mortgagee/\*agent*]

Contact details

Business hours [*insert contact telephone number*]

After hours [*insert contact telephone number*]

Email address [*insert contact email address*]

10. **Termination date**

The termination date must allow for—

- the minimum notice required under the **Residential Tenancies Act 1997** (the Act); and
- the proposed method of delivery and the date the renter is expected to receive the notice.

The minimum number of days notice required under the Act is [*insert minimum number of days*].

I request that you vacate on or before the following termination date [*insert termination date*].

If you want to challenge this notice you should seek legal advice as soon as possible.

11. **Reason for notice**

I am giving you this notice for the following reason:

[*Insert the relevant reason and section number of the Act. The rental provider must also explain why the notice has been given. It is not enough to quote from the reasons on the information sheet; this must be accompanied by specific details. VCAT may find a notice to vacate invalid if the notice does not provide enough details, or where required by the Act, it is not accompanied by the form of documentary evidence approved by the Director of Consumer Affairs Victoria.*]

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Is documentary evidence attached?

†  no

†  yes

Provide details of the evidence attached [*insert details of the evidence attached*]

**12. Delivery of this notice**

This notice was sent on [*insert date notice sent*]

This notice will be delivered

†  personally, for example by hand

†  by registered post    Expected delivery time [*insert expected delivery time*]

†  by email (if consent has been provided by the renter)

Renter's postal or email address [*insert renter's postal or email address*]

*Insert each email address being used for service*

**13. Signature of \*rental provider/\*mortgagee/\*agent**

Signature of \*rental provider/\*mortgagee/\*agent [*insert signature of \*rental provider/\*mortgagee/\*agent*]

Name of \*rental provider/\*mortgagee/\*agent [*insert name of \*rental provider/\*mortgagee/\*agent*]

Date of notice [*insert date notice is issued*]

\*Delete if not applicable.

† Tick as applicable.

**FORM 7**

**Residential Tenancies Act 1997**  
(Section 93A(2)(b))

(Regulation 38)

**FIXED TERM ROOMING HOUSE AGREEMENT**

This agreement is between the rooming house operator and the resident listed at clauses 3 and 4.

**PART A—GENERAL DETAILS**

**1. Date of agreement**

This is the date the agreement is signed [*insert date agreement is signed*]

If the agreement is signed by the parties on different days, the date of the agreement is the date the last person signs the agreement.

**2. Premises let by the rooming house operator**

Address of premises including room number [*insert address of premises including room number*]

Items let with the room (if any)

[*list and describe any items let with the room*]

**3. Rooming house operator's details**

Full name of rooming house operator [*insert name of rooming house operator*]

Address [*insert address of rooming house operator if there is no agent acting for the rooming house operator*]

Phone number [*insert phone number of rooming house operator*]

ABN/ACN [*insert ABN/ACN of rooming house operator if applicable*]

Email address [*insert email address of rooming house operator*]

**Rooming house operator's agent details**

Full name [*insert name of agent*]

Address [*insert address of agent*]

Phone number [*insert phone number of agent*]

ABN/ACN [*insert ABN/ACN of agent if applicable*]

Email address [*insert email address of agent*]

**Note:** The rooming house operator must notify the resident within 7 days if any of this information changes.





8. **Rooming house operator's preferred method of payment**

**Note:** The rooming house operator must permit at least one fee-free (other than the resident's own bank fees) payment method and must allow the resident to use Centrepay or another form of electronic funds transfer.

The rooming house operator must tell the resident about any costs (such as transaction fees) related to the payment method.

The operator and resident may change the payment method by agreement.

(rooming house operator to tick permitted methods of rent payment)

- direct debit
- bank deposit
- cash
- cheque
- money order
- BPAY
- Centrepay
- other electronic form of payment [*insert details*]

Payment details [*insert any applicable payment details*]

9. **Service of notices and other documents by electronic methods**

- Electronic service of documents must be in accordance with the requirements of the **Electronic Transactions (Victoria) Act 2000**.
- Just because someone responds to an email or other electronic communications does not mean they have consented to the service of notices and other documents by electronic methods.
- The rooming house operator and resident must notify the other party in writing if they no longer wish to receive notices or other documents by electronic methods.
- The rooming house operator and resident must immediately notify the other party in writing if their contact details change.

9.1 **Does the rooming house operator agree to the service of notices by electronic methods such as email?**

The rooming house operator must complete this section before giving the agreement to the resident.

(rooming house operator to tick as appropriate)

yes [*insert email address, mobile phone number or other electronic contact details*]

no

9.2 **Does the resident agree to the service of notices and other documents by electronic methods such as email?**

(resident to tick as appropriate)

yes [*insert email address, mobile phone number or other electronic contact details*]

no

10. **Urgent repairs**

- The rooming house operator must ensure that the room and facilities are provided and maintained in good repair.
- If there is a need for an urgent repair, the resident should notify the rooming house operator in writing.
- For further information on seeking repairs see **Part B** (below).

**Details of person the resident should contact for an urgent repair**

(rooming house operator to insert details)

Emergency contact name [*insert name of emergency contact*]

Emergency contact phone number [*insert phone number of emergency contact*]

Emergency contact email address [*insert email address of emergency contact*]

11. **Professional cleaning**

A rooming house operator must not require the resident to arrange professional cleaning at the end of the residency, unless this is needed to restore the room to the condition it was in before the resident moved in, allowing for fair wear and tear.

**12. Condition report**

The resident must be given 2 copies of the condition report (or one emailed copy) on or before the date the resident moves in.

(rooming house operator to tick below as appropriate)

- A condition report has been provided to the resident.
- A condition report will be provided to the resident on or before the date the agreement starts.

**PART B—RIGHTS AND OBLIGATIONS**

**13. Rights and obligations**

This is a summary of selected rights and obligations of residents and rooming house operators under the **Residential Tenancies Act 1997** (the Act).

In addition to this, the rooming house operator must give the resident a summary of their rights and duties and a copy of the house rules. These must also be displayed in the resident's room.

For more information, visit [consumer.vic.gov.au/renting](http://consumer.vic.gov.au/renting).

**14. Use of the premises**

The resident—

- has a right to reside in their room and use the facilities of the rooming house; and
- has an exclusive right to live in the room unless the rooming house operator gives notice before they move in that the room will be shared or the resident agrees to share the room; and
- is entitled to quiet enjoyment of the premises and must not do anything to disturb the privacy and peace and quiet of other residents; and
- must use the room for residential purposes only and not illegal purposes; and
- must keep their room reasonably clean.

**15. Shared rooms**

The resident—

- has the right to receive written notice confirming if they are sharing their room or are an exclusive occupant; and
- has the right to have their rent reduced if they agree to have more persons in their room.

**16. Condition of the premises**

The rooming house operator—

- must ensure that the room complies with any applicable rooming house standards including having windows with coverings for privacy that can be opened and closed and at least 2 working power outlets, and is vacant and reasonably clean when the resident(s) moves in. For further information please see [consumer.vic.gov.au/housing/renting/types-of-rental-agreements/sharing-in-a-rooming-house/minimum-standards-in-rooming-houses](http://consumer.vic.gov.au/housing/renting/types-of-rental-agreements/sharing-in-a-rooming-house/minimum-standards-in-rooming-houses); and
- must ensure the rooming house and its rooms are maintained in good repair; and
- must ensure that the resident has access to food preparation facilities such as an oven and cook-top which are in good working order; and
- must ensure that the rooming house meets public health and wellbeing laws such as providing at least one toilet for every 10 persons.

The resident—

- must be given 2 copies of the condition report (or one electronic copy) specifying the state of repair and general condition of the room before it was occupied; and
- must not remove, deactivate or interfere with safety devices on the premises.

**17. Modifications**

The resident must seek the rooming house operator's written consent before installing any fixtures or altering, renovating or making additions to the room.

The rooming house operator must not unreasonably refuse consent for modifications which are reasonable alterations under the **Equal Opportunity Act 2010** which an occupational therapist or similar practitioner has said the resident needs.

18. **Locks**

The rooming house operator must make sure the premises has a door that can be locked by a key from the outside and unlocked from inside without a key (this includes cards or codes for digital locks where applicable).

19. **Repairs**

Only a suitably qualified person may do repairs—both urgent and non-urgent.

20. **Urgent repairs**

Section 3(1) of the Act defines *urgent repairs*. Refer to the Consumer Affairs Victoria website for the full list of urgent repairs and for more information, visit [consumer.vic.gov.au/urgentrepairs](http://consumer.vic.gov.au/urgentrepairs).

Urgent repairs include failure or breakdown of any essential service or appliance provided for hot water, cooking, heating or laundering supplied by the rooming house operator.

The rooming house operator must carry out urgent repairs after being notified.

A resident may arrange for urgent repairs to be done if the resident has taken reasonable steps to arrange for the rooming house operator to immediately do the repairs and the rooming house operator has not carried out the repairs.

If the resident has arranged for urgent repairs, the resident may be reimbursed directly by the rooming house operator for the reasonable cost of repairs up to \$2500.

The resident may apply to VCAT for an order requiring the rooming house operator to carry out urgent repairs if—

- (a) the resident cannot meet the cost of the repairs; or
- (b) the cost of repairs is more than \$2500; or
- (c) the rooming house operator will not pay the cost of repairs if it is carried out by the resident.

21. **Non-urgent repairs**

The resident must notify the rooming house operator, in writing, as soon as practicable of—

- damage to the premises; and

- a breakdown of facilities, fixtures, furniture or equipment supplied by the rooming house operator.

The rooming house operator must carry out non-urgent repairs in a reasonable time.

The resident may apply to VCAT for an order requiring the rooming house operator to do the repairs if the rooming house operator has not done the repairs within 14 days after receiving the notice.

**22. Rent**

The rooming house operator must give the resident at least 60 days notice of a proposed rent increase.

The rent cannot be increased more than once every 12 months.

The rooming house operator must not hold or dispose of goods even if the resident owes rent.

**23. Access and entry**

The rooming house operator may enter the resident's room—

- if the resident agrees to the time of entry sought; and
- if there is an emergency and immediate access is required to save life or valuable property; and
- to provide necessary services at a time provided in the house rules; and
- to show the rooming house to a prospective buyer or lender, or a prospective resident(s); and
- if they believe the resident has failed to follow their duties under the Act; and
- to inspect the room (provided entry has not been made for this purpose within the last 4 weeks).

The resident must allow entry to the resident's room if the rooming house operator has followed proper procedure—this includes providing the resident with a written notice of entry.

**24. Pets**

The resident must seek consent from the rooming house operator before keeping a pet, other than an assistance dog, on the premises.

**25. Additional terms (if any)**

List any additional terms to this agreement. The terms listed must not exclude, restrict or modify any of the rights and duties included in the Act.

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Additional terms must also comply with the Australian Consumer Law (Victoria). For example, they cannot be unfair terms. Such terms will have no effect. Contact Consumer Affairs Victoria on 1300 55 81 81 for further information or visit [consumer.vic.gov.au/products-and-services/business-practices/contracts/unfair-contract-terms](http://consumer.vic.gov.au/products-and-services/business-practices/contracts/unfair-contract-terms).

*[insert additional terms]*

**Note:** If you need extra space, attach a separate sheet. Both the rooming house operator and resident(s) should sign and date all attachments.

26. **Signatures**

This agreement is made under the **Residential Tenancies Act 1997**.

Before signing you must read **Part B—Rights and Obligations** of this form.

**Rooming house operator**

Signature *[insert signature of rooming house operator]*

Dated *[insert date of signing]*

**Resident**

Signature *[insert signature of resident]*

Dated *[insert date of signing]*

**Note:** Each resident who is a party to the agreement must sign and date the agreement. Additional signatures for each resident should be included here or attached to the agreement.

**FORM 8**

**Residential Tenancies Act 1997**  
(Section 94E)

(Regulation 40)

**INFORMATION FOR ROOMING HOUSE APPLICANTS**

1. Discrimination is treating, or proposing to treat, someone unfavourably because of a personal attribute. Discrimination is also imposing an unreasonable requirement, condition or practice that disadvantages persons with a personal attribute.
2. In Victoria it is unlawful to discriminate against someone in relation to certain personal attributes. This means that rooming house operators and managers cannot refuse you accommodation or discriminate against you during your residency on the basis of personal attributes protected by law. The following is a list of some protected attributes that are sometimes discriminated against in the rental market—
  - age;
  - disability (including physical, sensory and intellectual disability and mental illness);
  - employment activity;
  - expunged homosexual conviction;
  - gender identity;
  - industrial activity (including union activity);
  - marital status;
  - parental status or status as a carer;
  - physical features;
  - political belief or activity;
  - pregnancy or breastfeeding;
  - race;
  - religious belief or activity;
  - lawful sexual activity or sexual orientation;
  - sex or intersex status;
  - association with someone who has these personal attributes.



3. These personal attributes are protected by law and extend to agreements under the **Residential Tenancies Act 1997** (the Act). It is against the law for a rooming house operator, their manager or their agent to treat you unfavourably or discriminate against you because of these personal attributes when you are applying for a room in a rooming house, occupying a room in a rooming house or leaving a room in a rooming house.
4. Discrimination on the basis of any of these personal attributes may contravene Victorian laws including the Act, the **Equal Opportunity Act 2010** (the Equal Opportunity Act), and a range of Commonwealth Acts including the Age Discrimination Act 2004, the Disability Discrimination Act 1992, the Racial Discrimination Act 1975 and the Sex Discrimination Act 1984.
5. In some limited circumstances, discrimination may not be unlawful, including accommodation provided for children, shared family accommodation, and student accommodation. For example, a community housing provider who is funded to provide youth housing may positively discriminate to provide accommodation for a young person. For more information, contact the Victorian Equal Opportunity and Human Rights Commission (VEOHRC).
6. **Scenarios and examples of unlawful discrimination in applying for a room in a rooming house**
  - Refusing your application because of your ethnicity.
  - Processing your application differently to other applicants.
  - Offering you the property on different terms by requiring a higher rent because of your age.
  - Refusing to provide accommodation because you have an assistance dog.
7. **Scenarios and examples of unlawful discrimination when occupying or leaving a room in a rooming house**
  - Stopping you from accessing a benefit or facility that is associated with the accommodation (e.g. a shared space such as a kitchen).
  - Refusing to allow you to make reasonable alterations or modifications to the property to meet your needs if you have a disability or because of your race.
  - Extending or renewing your agreement on less favourable terms than your original agreement based on your protected attributes (e.g. due to disability).

- Attempting to evict you and issuing you with a notice to vacate based on your protected attributes.

The examples listed and similar actions could contravene the Act, the **Equal Opportunity Act 2010** or the Commonwealth Acts.

**Getting help**

8. Unlawful discrimination is also an offence under the Act. If a rooming house operator, manager, or their agent is found to have unlawfully discriminated against you and you have suffered loss as a result, you may apply to VCAT for an order for compensation under section 210AA of the Act. VCAT may be contacted online at <https://www.vcat.vic.gov.au/> or by calling 1300 018 228.
9. If you would like advice about unlawful discrimination in relation to an application for residency or an existing agreement you may call Victoria Legal Aid on 1300 792 387.
10. If you feel you have been unlawfully discriminated against when applying to a rooming house, or once you have occupied a rooming house, you or someone on your behalf may make a complaint to VEOHRC at <https://www.humanrightscommission.vic.gov.au/> or by calling 1300 292 153.

**FORM 9**

**Residential Tenancies Act 1997**  
(Section 97(1B))

(Regulation 43)

**ROOMING HOUSE CONDITION REPORT**

1. A condition report must be completed at the start of every rooming house agreement. It is important that the rooming house resident (resident) completes this report in detail as it records the state of the room at the start of the residency.  
  
Keep the condition report in a safe place. It will help to resolve disputes over cleaning, damage, safety or missing items at the end of the agreement.  
  
Take photos that show the condition of items, fixtures and fittings. Fixtures and fittings are items considered to be part of the room. Photos should be taken at the beginning and at the end of the residency.  
  
The resident and the rooming house operator (operator) or the operator's agent should sign and date all extra pages.  
  
Residents may fill in a condition report and give it to the operator if they are not given one.
2. **At the start of the residency agreement**—At the start of a residency and before a resident moves into the rooming house, the operator or the operator's agent must—
  - fill in, sign and date the condition report; and
  - add extra pages to the report if there is not enough room when listing items; and
  - give 2 copies of the signed report to the resident to fill in their part (or one copy if sending electronically).
3. At the start of the residency agreement, residents must fill in, sign and date the condition report within 5 business days after moving in. A completed report may help the resident verify the condition of the room, if there is a later dispute about the resident's responsibility for damage or cleaning.
4. When filling out the condition report the resident should—
  - include comments where they disagree with the description of an item and note anything which seems unsafe, insecurely fixed or needs repair; and

**Note:** where the condition report lists something needing repair, this provides the operator with written notice of the issue. If the operator does not carry out the repairs within a reasonable period of time, a resident can apply to the Victorian Civil and Administrative Tribunal (VCAT) for an order requiring the repairs to be carried out.

- take photos that show the condition of items—especially if the resident does not agree with what is on the form. Identify the location in which the photo is taken, including the date, and send a copy to the operator or the operator's agent together with the amended condition report; and
  - tell the operator or their agent about any defect that could be a threat to safety. For more information on reporting safety issues, see Rooming House Residents Guide or [www.consumer.vic.gov.au/renting](http://www.consumer.vic.gov.au/renting).
5. **Correcting a condition report**—Residents may not be able to see if all of the items in the condition report are working when they fill in the report. If they subsequently find that something is not working or in poor repair, residents may apply to VCAT to correct the report. This must be done within 30 days after the start date of the agreement. VCAT may order that the condition report be amended.
6. **At the end of the rooming house residency**—At the end of the rooming house residency, the operator or their agent must—
- complete the final inspection and fill in the condition report within 10 days after the end date of the agreement and give the resident an opportunity to attend the inspection if possible; and
  - allow for fair wear and tear as this does not count as damage caused by the resident.

#### **PART A—PARTY DETAILS**

7. Date of condition report [*insert date the \*rooming house operator/\*agent has prepared Parts A, B and C of this report*]
8. Address of rooming house [*insert address of rooming house including room number or name, if applicable*]
9. Rooming house operator's details [*insert full name of rooming house operator*]
10. \*Agent's details [*insert full name/company name of an agent representing the rooming house operator*]

11. Resident's details [*insert full name of resident*]

*Each resident that is a party to this specific rooming house agreement should sign this condition report*

**Note:** Rooming house operators and residents should take photos of the premises. Photos should be taken close-up to show detail regarding the structure, fixtures or fittings being photographed and at a distance for perspective. Photos should be dated, labelled and attached to this condition report, in hard copy or electronically; they should identify the location. Photos may be useful in a dispute about the condition of the room.

**PART B—START OF ROOMING HOUSE RESIDENCY  
CONDITION REPORT**

The rooming house operator or their agent must list each feature of the room, and any appliances, fixtures or fittings let in the room, including any of the following—

- baths;
- bed frames;
- blinds/curtains;
- cabinets;
- ceilings;
- chairs;
- cooktop;
- door locks;
- doors;
- dishwashers;
- exhaust fans;
- floor coverings;
- heaters;
- light fittings and light switches;
- mattresses;
- meal preparation areas;
- mirrors;
- ovens;

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- power points;
- refrigerators;
- screens;
- side tables;
- sinks;
- storage cupboards;
- taps;
- tiling;
- towel rails;
- wardrobes;
- washbasins;
- window fastening;
- windows.

For each feature, appliance, fixture or fitting, the rooming house operator or their agent must note whether the item is clean, undamaged, and working.

For each feature, appliance, fixture or fitting the rooming house operator or their agent may include additional comments or photos in relation to the state of the item. If they are unable to test whether a particular appliance is in working order, for example, due to an absence of electricity, they should write 'unable to assess'.

The rooming house operator or their agent must provide instructions to the resident to—

- indicate if the resident agrees or disagrees with the rooming house operator's or their agent's assessment; and
- provide comments against each item if the resident disagrees, feels that something is unsafe or wants to add more details; and
- provide any photos taken by the resident to support their assessment.

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For each feature, appliance, fixture or fitting, the rooming house operator or their agent must leave adequate space for the resident to—

- agree to the rooming house operator's or their agent's assessment of the item; and
- provide comments on each item; and
- provide photos in relation to each item.

The rooming house operator or their agent must also permit the resident to make attachments to the condition report to add additional information about the condition of any feature, fixture or fitting in the rooming house or any photos.

**PART C—FOR THE START OF ROOMING HOUSE  
RESIDENCY ONLY**

**Communications**

12.  A telephone line is connected to the room
13.  An internet line is connected to the room
14.  The room is connected to the national broadband network (NBN)
15. Location of NBN connection in the rooming house [*insert location of NBN connection*]

**Information regarding safety**

16. The rooming house operator must keep records of gas and electrical safety checks. The rooming house operator must provide copies of records of the gas and electrical safety checks on request by the resident.
17. Date of last smoke alarm test [*insert date*]
18. Date of last electrical safety test [*insert date*]
19. Date of last gas safety check [*insert date*]

**PART D—SIGNATURES**

20. **\*Rooming house operator/\*agent**  
\*Signature of \*rooming house operator/\*agent [*insert signature of rooming house operator or agent*]  
Date [*insert date of signing*]

21. **Resident**

I have read the \*rooming house operator's/\*agent's report and agree except where I have commented in **Part B** of this report.

**Note:** Each resident who is a party to the rooming house agreement must sign this report.

Signature of resident [*insert signature of resident*]

Date [*insert date of signing*]

*Insert the signatures of any additional residents and the date of signing on this page, or at the back of the condition report.*

**Note:** Residents should return one copy to the rooming house operator and keep the other copy in a safe place.

**PART E—END OF ROOMING HOUSE RESIDENCY  
CONDITION REPORT**

22. Date of condition report [*insert date the \*rooming house operator/\*agent prepared **Part D** of this report*]
23. This part of the condition report is to be completed by the rooming house operator or their agent within 10 days after the end of the agreement.
24. The rooming house operator or their agent must complete this part of the condition report in the presence of the resident or give the resident a reasonable opportunity to be present when it is completed.
- The rooming house operator or their agent must list each feature of the room and any appliances, fixtures or fittings let in the room including any that were listed in the agreement under **Part B**.
- For each feature, appliance, fixture or fitting, the rooming house operator or their agent must note whether the item is clean, undamaged, and in working condition. If the status of any feature, appliance, fixture or fitting has changed, the rooming house operator or their agent is advised to make comment and take pictures.

\*Delete if not applicable.

† Tick as applicable.



**FORM 10**

**Residential Tenancies Act 1997**

(Section 101(1))

(Regulation 45)

**ROOMING HOUSE NOTICE OF PROPOSED RENT  
INCREASE**

1. The rooming house operator (operator) must use this form to notify the resident of a proposed rent increase.
2. If the resident has requested additional services, then this form is not needed—the operator and resident may simply agree to a rent increase in writing which specifies the services to be provided, the rent increase and the date the increase will apply.

**PART A—INFORMATION FOR THE RESIDENT**

3. The operator must give you at least 60 days notice of any rent increase except where you have requested extra services from the operator and agreed to pay increased rent for them.

A valid notice of proposed rent increase is required for all rent increases.

This notice may provide for one rent increase only.

Operators must not increase the rent more than once every 12 months.

**Challenging a rent increase**

4. You may apply to the Director of Consumer Affairs Victoria to review the proposed increase if you think it is excessive. This is free. You may apply by filling in the section below, 'Rent increase investigation' and giving a copy to Consumer Affairs Victoria. An application must be made in writing within 30 days after the notice is given. The Director will then investigate the increase and provide a report.
5. You may also apply to the Victorian Civil and Administrative Tribunal (VCAT) for an order declaring the proposed rent amount to be excessive. This application must be made within 30 days after receiving the Director's report. You will need to pay the increased rent amount from the date provided on this notice or 110% of the rent immediately before the rent increase (whichever is lower) until VCAT decides otherwise.
6. For further information visit the renting section of the Consumer Affairs Victoria website at [consumer.vic.gov.au/renting](http://consumer.vic.gov.au/renting) or call Consumer Affairs Victoria on 1300 558 181.

**PART B—DETAILS**

7. Address of rooming house [*insert address*]
8. Resident's details  
This notice is given to [*insert name of resident*]  
*Include the names of all residents that are a party to the rooming house agreement.*
9. Rooming house operator's details  
Name of rooming house operator [*insert name of rooming house operator—cannot be the agent's name*]
10. Address of rooming house operator for the purpose of serving documents [*insert address of rooming house operator—can be the agent's address*]
11. Contact details of rooming house operator or agent  
Business hours [*insert telephone number*]  
After hours [*insert telephone number*]  
Email address [*insert email address*]
12. **Proposed rent increase**  
I intend to increase the rent as follows:  
Current rent amount (\$) [*insert rent*] per \*week/\*fortnight  
New rent amount (\$) [*insert rent*] per \*week/\*fortnight  
Start date [*insert start date*]
13. **Delivery of this notice**  
This notice has been sent [*insert date notice sent*]—  
 personally, for example by hand  
 by registered post    Expected delivery time [*insert expected delivery time*]  
 by email (if consent has been provided by the resident)  
Resident's postal or email address [*insert postal or email address*]
14. **Rent increase investigation—for rooming house residents**  
A request for an investigation by the Director of Consumer Affairs Victoria must be in writing.

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You may apply for an investigation by ticking the box below, writing your daytime telephone number and posting a copy of this form to Director of Consumer Affairs Victoria, GPO Box 123 Melbourne 3001, or by emailing it to [renting@justice.vic.gov.au](mailto:renting@justice.vic.gov.au).

After your request has been received, a Residential Tenancies Inspector will contact you.

Yes, \*I/\*we the resident/s wish to apply for a rent increase investigation.

Resident daytime telephone number [*insert telephone number*]

\*Delete if not applicable.

† Tick as applicable.

**FORM 11**

**Residential Tenancies Act 1997**  
(Section 142ZT(a))

(Regulation 52)

**NOTICE TO VACATE TO ROOMING HOUSE RESIDENT**  
**INFORMATION FOR THE RESIDENT**

1. This is a notice to vacate. It tells you that the rooming house operator (operator) wants you to move out on a certain date. You can find details of this date in clause 8 'Termination date', below.
2. **Challenging a notice to vacate**—You may be able to challenge this notice at the Victorian Civil and Administrative Tribunal (VCAT). Reasons to challenge a notice include—
  - you believe you were given this notice due to unlawful discrimination or because you tried to exercise your rights as a resident; or
  - you believe it was not given to you properly; or
  - you disagree with the reason given or the information in the form is incorrect or incomplete; or
  - you have experienced family or personal violence and this caused the behaviour listed in the notice to vacate, in which case, you should apply to VCAT within 30 days after this notice has been given.

If you have been given notice because your fixed term agreement is coming to an end (see section 142ZA of the **Residential Tenancies Act 1997** (the Act)) then you must apply to VCAT within 14 days after receiving the notice.

Specific timeframes may apply to certain reasons to challenge a notice. You may also challenge the validity of the notice if the rooming house operator applies to VCAT for a possession order.

You should seek advice if you are considering challenging a notice to vacate.

3. **Possession orders and warrants**—Operators must give you the appropriate notice to vacate before they apply to VCAT for a possession order. If you do not vacate on the date stated in the notice, the operator may apply to VCAT asking for an order requiring you to leave (a possession order). VCAT will notify you of a hearing date that you can attend. You are encouraged to attend the hearing.

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At the hearing, VCAT decides whether the operator was entitled to give you a notice to vacate. VCAT will make a possession order if it is satisfied that it is reasonable and proportionate to do so. VCAT determines whether it is reasonable and proportionate to make a possession order. VCAT may consider whether the notice to vacate was given in response to the act of a person who has subjected you to family or personal violence.

VCAT decides if you must leave the rooming house and on what date that should occur. You may ask for more time in the rooming house if you will experience hardship.

Operators cannot personally use force to remove you if you refuse to leave the rooming house. Only Victoria Police can carry out a forcible eviction, and only when they are acting on a VCAT order (a warrant for possession).

4. **Seeking advice**—If you think you have grounds to challenge a notice to vacate at VCAT you should seek advice immediately by contacting one of the community legal organisations listed on the Consumer Affairs Victoria website. For further information visit the renting section of the Consumer Affairs Victoria website at [consumer.vic.gov.au/renting](http://consumer.vic.gov.au/renting) or call 1300 55 81 81.

#### NOTICE

5. Address of rooming house [*insert address of rooming house*]  
6. Resident's details [*insert full name of each resident*]  
7. **\*Rooming house operator's/\*mortgagee's/\*building owner's/\*building lessee's details**

I am giving you this notice as—

†  the rooming house operator

†  the rooming house mortgagee

†  the \*owner/\*lessee of the building in which rooming house is operating

Full name of \*rooming house operator/\*mortgagee/\*owner/\*lessee of the building (this cannot be the agent's name) [*insert full name of \*rooming house operator/\*mortgagee/\*building owner/\*building lessee*]

\*Rooming house operator's/\*mortgagee's/building owner's/\*building lessee's address for serving documents (this can be the agent's address) [*insert address of \*rooming house operator/\*mortgagee/\*building owner/\*building lessee*]

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Company name [*insert company name*]

Contact details

Business hours [*insert contact telephone number*]

After hours [*insert contact telephone number*]

Email address [*insert contact email address*]

**8. Termination date**

The termination date must allow for—

- the minimum notice required under the Act; and
- the proposed method of delivery and the date the resident is expected to receive the notice.

The minimum number of days notice required under the Act is [*insert minimum number of days*].

I request that you vacate on or before the following termination date [*insert termination date*].

If you want to challenge this notice you should seek legal advice as soon as possible.

**9. Reason for notice**

I am giving you this notice for the following reason:

[*insert the relevant reason, section number of the Act*]

[*the \*rooming house operator/\*mortgagee/\*owner/\*lessee of the building must explain why the notice has been given. It is not enough to quote from the reasons on the information sheet; this must be accompanied by specific details. VCAT may find a notice to vacate invalid if the notice does not provide enough details or, where required by the Act, is not accompanied by the required documentary evidence approved by the Director of Consumer Affairs Victoria.*]

In many cases this notice must be accompanied by documentary evidence. Is documentary evidence attached?

no

yes

Please provide details of the evidence attached [*insert details of the evidence attached*]

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**10. Delivery of this notice**

This notice has been sent on [*insert date notice sent*]—

<sup>†</sup> personally, for example by hand

<sup>†</sup> by registered post    Expected delivery time [*insert expected delivery time*]

<sup>†</sup> by email (if consent has been provided by the resident)

Resident's postal or email address [*insert postal or email address*]

**11. Signature of \*rooming house operator/\*mortgagee/\*owner/\*lessee of the building/\*agent**

Signature of \*rooming house operator/\*mortgagee/\*owner/\*lessee of the building/\*agent [*insert signature of \*rooming house operator/\*mortgagee/\*owner/\*lessee of the building/\*agent*]

Name of \*rooming house operator/\*mortgagee/\*owner/\*lessee of the building/\*agent [*insert name of \*rooming house operator/\*mortgagee/\*owner/\*lessee of the building/\*agent*]

Date of notice [*insert date notice is sent or given*]

\*Delete if not applicable.

<sup>†</sup>Tick as applicable.

**FORM 12**

**Residential Tenancies Act 1997**  
(Section 145)

(Regulation 54)

**NOTIFICATION OF PROSPECTIVE CARAVAN PARK  
RESIDENT RIGHTS**

BECOMING A RESIDENT AT THIS CARAVAN PARK

1. The **Residential Tenancies Act 1997** (the Act) sets out the rights and duties of residents and caravan park owners in relation to each other and provides for settling disputes. A resident is defined in the Act.
2. You may enter into a written agreement with the caravan park owner to become a resident of the caravan park at any time. A caravan park owner is not obliged to enter into such an agreement with you.
3. Even if you do not enter into a written agreement to become a resident, you will automatically become a resident of the caravan park if you occupy any site in the caravan park as your only or main residence for at least 60 consecutive days, other than as an occupant under an occupancy agreement which is expressed to be for holidaying or non-residential purposes. Once you become a resident, the Act applies to you and your residency in the caravan park.



**FORM 13**

**Residential Tenancies Act 1997**  
(Section 145A)

(Regulation 55)

**INFORMATION FOR CARAVAN PARK APPLICANTS**

1. Discrimination is treating, or proposing to treat, someone unfavourably because of a personal attribute. Discrimination is also imposing an unreasonable requirement, condition or practice that disadvantages persons with a personal attribute.
2. In Victoria it is unlawful to discriminate against someone in relation to certain personal attributes. This means caravan park owners, caravan owners or their agents cannot refuse you accommodation or discriminate during your residency on the basis of personal attributes protected by law. The following is a list of some protected attributes that are sometimes discriminated against in the rental market—
  - age;
  - disability (including physical, sensory and intellectual disability and mental illness);
  - employment activity;
  - expunged homosexual conviction;
  - gender identity;
  - industrial activity;
  - marital status;
  - parental status or status as a carer;
  - physical features;
  - political belief or activity;
  - pregnancy or breastfeeding;
  - race;
  - religious belief or activity;
  - lawful sexual activity or sexual orientation;
  - sex or intersex status;
  - association with someone who has these personal attributes.

3. These personal attributes are protected by law and extend to agreements under the **Residential Tenancies Act 1997** (the Act). It is against the law for a caravan park owner, caravan owner or their agent to treat you unfavourably or discriminate against you when you apply for a caravan or caravan park site, occupy a caravan or caravan park site, or leave a caravan or caravan park site.
4. Discrimination on the basis of any of these personal attributes may contravene Victorian laws including the Act, the **Equal Opportunity Act 2010** (the Equal Opportunity Act), and a range of Commonwealth Acts including the Age Discrimination Act 2004, the Disability Discrimination Act 1992, the Racial Discrimination Act 1975 and the Sex Discrimination Act 1984.
5. In some limited circumstances, discrimination may not be unlawful, including accommodation provided for children, shared family accommodation, and student accommodation. For more information, contact the Victorian Equal Opportunity and Human Rights Commission (VEOHRC).
6. **Scenarios and examples of unlawful discrimination in applying for a caravan or caravan park site**
  - Refusing or not accepting your application because of your ethnicity.
  - Processing your application differently to other applicants by not presenting your application to a caravan park owner or operator because you have a disability or because of your race.
  - Offering you the caravan or caravan park site on different terms by requiring a higher amount of bond because of your age.
  - Refusing to provide accommodation because you have an assistance dog, requiring you to keep your assistance dog away from the property or charging you extra for an assistance dog.
7. **Scenarios and examples of unlawful discrimination when occupying or leaving a caravan or caravan park site**
  - Stopping you from accessing a benefit or facility that is associated with the accommodation (e.g. a shared space such as a laundry).
  - Refusing to allow you to make reasonable alterations or modifications to the caravan to meet your needs if you have a disability.

- Extending or renewing your agreement on less favourable terms than your original agreement based on your protected attributes (e.g. due to a disability).
- Attempting to evict you and issuing you with a notice to vacate based on your protected attributes.

**Getting help**

8. Unlawful discrimination is also an offence under the Act. If a caravan park owner or caravan owner or agent is found to have unlawfully discriminated against you and you have suffered loss as a result, you may apply to the Victorian Civil and Administrative Tribunal for an order for compensation under section 210AA of the Act online at <https://www.vcat.vic.gov.au> or by calling 1300 018 228.
9. If you would like advice about unlawful discrimination in relation to an application to rent a caravan or caravan park site or an existing agreement you may call Victoria Legal Aid on 1300 792 387.
10. If you feel you have been unlawfully discriminated against when applying for a caravan or caravan park site, or once you have occupied a site, you or someone on your behalf may make a complaint to the VEOHRC at <https://www.humanrightscommission.vic.gov.au/> or by calling 1300 292 153.

**FORM 14**

**Residential Tenancies Act 1997**

(Section 148(1B))

(Regulation 58)

**CONDITION REPORT—CARAVAN PARK/CARAVAN**

1. A condition report must be completed at the start of every agreement under section 144 of the **Residential Tenancies Act 1997**. It is important that the resident completes this report in detail as it records the state of the caravan or site at the start of the agreement.

If this condition report relates to a caravan only, the condition report need only address the caravan and any appliances, fixtures and fittings within.

If this condition report relates to a site only, the condition report need only address the site and any appliances, fixtures and fittings provided under that agreement.

If this condition report relates to both a caravan and a site, the condition report should address the caravan and any appliances, fixtures and fittings within as well as the site and any appliances, fixtures and fittings provided under that agreement.

Keep the condition report in a safe place. It will help to resolve disputes over cleaning, damage, safety or missing items at the end of the agreement.

Take photos that show the condition of items, fixtures and fittings. Fixtures and fittings are items considered to be part of the caravan. Photos should be taken at the beginning and at the end of the residency.

The resident and the caravan or site owner (as the case requires) or their agent should sign and date all extra pages.

Residents can fill in a condition report and give it to the caravan or site owner if they are not given one.

2. **At the start of the agreement**—At the start of the agreement and before a resident moves into a caravan or caravan site, the caravan owner or caravan park owner (as the case requires) or their agent must—
- fill in, sign and date the condition report; and
  - add extra pages to the report if there is not enough room when listing items; and
  - give 2 copies of the signed report to the resident (or one copy if sending electronically).

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3. At the start of the agreement, residents must fill in, sign and date the condition report within 5 business days after moving in. A completed report may help the resident verify the conditions of the premises, if there is a later dispute about the resident's responsibility for damage or cleaning.
4. When filling out the condition report the resident should—
  - include comments where they disagree with the description of an item and note anything which seems unsafe, insecurely fixed or needs repair; and

**Note:** where the condition report lists something needing repair, this provides the park or caravan owner with written notice of the issue. If the park or caravan owner does not carry out the repairs within a reasonable period of time, a resident may apply to the Victorian Civil and Administrative Tribunal (VCAT) for an order requiring the repairs to be carried out.

  - take photos that show the condition of items—especially if the resident does not agree with what is on the form. Identify the location in which the photo is taken, including the date, and send a copy to the park or caravan owner together with the amended condition report; and
  - tell the park or caravan owner or their agent about any defect that could be a threat to safety. For more information on reporting safety issues, see Caravan Park Guide or [www.consumer.vic.gov.au/renting](http://www.consumer.vic.gov.au/renting).
5. **Correcting a condition report**—Residents may not be able to see if all the items in the condition report are working when they fill in the report. If they subsequently find that something is not working or in poor repair, residents may apply to VCAT to correct the report. This must be done within 30 days after the start date of the agreement. VCAT may order that the condition report be amended.
6. **At the end of a caravan park residency**—At the end of the residency, the park owner, caravan owner or their agent must—
  - complete the final inspection and fill in the condition report within 10 days after the end date of the agreement and give the resident an opportunity to attend the inspection if possible; and
  - allow for fair wear and tear as this does not count as damage caused by the resident.

### **PART A—PARTY DETAILS**

7. Date of condition report [*insert date the \*caravan park owner/  
\*caravan owner has prepared Parts A, B and C of this report*]
8. Address of caravan park and/or site [*insert address of caravan park/site*]
9. \*Caravan park owner's/\*caravan owner's details [*insert full name of  
owner*]
10. Resident's details [*insert full name of resident*]

*Each resident that is a party to this specific caravan or site agreement  
should sign this condition report*

**Note:** Caravan park owners, caravan owners, their agents and residents should take photos of the caravan and site, if applicable. Photos should be taken close-up to show detail regarding the structure, fixtures or fittings being photographed and at a distance for perspective. Photos should be dated, labelled and attached to this condition report, in hard copy or electronically; they should identify the location. Photos may be useful in a dispute about the condition of the property.

### **PART B—START OF RESIDENCY CONDITION REPORT**

The \*caravan park owner/\*caravan owner or their agent must list for each feature of the caravan or in the caravan site (as relating to the agreement) any appliances, fixtures or fittings let in the \*caravan/\*caravan park site, including any of the following—

- bed frames;
- blinds/curtains;
- cabinets;
- ceilings;
- chairs;
- cooktops;
- dishwashers;
- doors;
- door locks;
- exhaust fans;
- floor coverings;
- heaters;
- hot water services;

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- light fittings;
- mattresses;
- meal preparation areas;
- mirrors;
- ovens;
- picture hooks (number and location);
- power points;
- rangehoods;
- refrigerators;
- screen doors;
- security systems;
- showers;
- side tables;
- sinks;
- smoke alarms;
- storage cupboards;
- taps;
- telephone connections;
- tiling;
- towel rails;
- tv connections;
- washbasins;
- window locks;
- window screens;
- windows.

Features, appliances, fixtures and fittings on the site must also be listed including any of the following—

- annexes;
- clothes lines.

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For each feature, appliance, fixture or fitting, the \*caravan park owner/\*caravan owner or their agent must note whether the item is clean, undamaged, and working.

For each feature, appliance, fixture or fitting, the \*caravan park owner/\*caravan owner or their agent may include additional comments or photos in relation to the state of the item. If they are unable to test whether a particular appliance is in working order, for example, due to an absence of electricity, they should write 'unable to assess'.

The \*caravan park owner/\*caravan owner or their agent must provide instructions to the resident—

- to indicate if the resident agrees or disagrees with the \*caravan park owner's/\*caravan owner's or their agent's assessment; and
- to provide comments against each item if the resident disagrees or considers that something is unsafe or wants to add more details; and
- to provide any photos taken by the resident to support the resident's assessment.

For each feature, appliance, fixture or fitting, the \*caravan park owner/\*caravan owner or their agent must leave adequate space for the resident to—

- agree or disagree with the caravan park owner's/caravan owner's or their agent's assessment of the item; and
- provide comments on each item; and
- provide photos in relation to each item.

The \*caravan park owner/\*caravan owner or their agent must also permit the resident to make attachments to the condition report to add additional information about the condition of any feature, appliance, fixture or fitting in the caravan or site or any photos.

**PART C—FOR THE START OF THE AGREEMENT ONLY**

**Communications**

11.  A telephone line is connected to the site
12.  An internet line is connected to the site
13.  The site is connected to the national broadband network (NBN)
14. Location of NBN connection [*insert location of NBN connection*]



### **PART D—SIGNATURES**

#### **\*Caravan park owner/\*caravan owner/\*agent**

15. \*Signature of caravan park owner/\*caravan owner [*insert signature of \*caravan park owner/\*caravan owner/\*agent*]

Date [*insert date of signing*]

#### **Resident**

**Note:** Each resident who is a party to the agreement must sign this report.

16. I have read the \*caravan park owner/\*caravan owner's report and agree except where I have commented at **Part B** of this report.

Signature of resident [*insert signature of resident*]

Date [*insert date of signing*]

*Insert the signatures of any additional site tenants and the date of signing on this page, or at the back of the condition report.*

**Note:** Residents should return one copy to the caravan park owner or caravan owner (as the case may be) and keep the other copy in a safe place.

### **PART E—END OF RESIDENCY CONDITION REPORT**

17. Date of condition report [*insert date the \*caravan park owner/\*caravan owner has prepared **Part D** of this report*]
18. This part of the report is to be completed by the \*caravan park owner/\*caravan owner or their agent within 10 days after the end of the agreement.
19. The caravan park owner or caravan owner or their agent must complete this part of the condition report in the presence of the resident or give the resident a reasonable opportunity to be present it when it is completed.

The \*caravan park owner/\*caravan owner or their agent must list for each feature of the caravan or site and any appliances, fixtures or fittings let in the caravan including any that are listed in the agreement under **Part B**.

For each feature, appliance, fixture or fitting, the \*caravan park owner/\*caravan owner or their agent must note whether the item is clean, undamaged, and in working condition. If the status of any feature, appliance, fixture or fitting has changed, the \*caravan park owner/\*caravan owner or their agent is advised to make comment and take pictures.

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\*Delete if not applicable.

† Tick as applicable.

**FORM 15**

**Residential Tenancies Act 1997**  
(Section 152(1) and (2))

(Regulation 60)

**NOTICE OF PROPOSED RENT OR HIRING CHARGE  
INCREASE TO RESIDENT OF CARAVAN PARK**

1. The caravan park owner or caravan owner must use this form to notify the resident of a proposed rent or hiring charge increase.

**PART A—INFORMATION FOR THE RESIDENT**

2. The caravan park owner or caravan owner, as the case requires, must give you at least 60 days notice of any rent or hiring charge increase.

This notice may provide for one rent and one hiring charge increase only.

If a caravan park owner who is also the caravan owner intends to increase the rent and the hiring charge at the same time, both increases must be listed.

Caravan park owners and caravan owners must not increase the rent or hiring charge more than once every 12 months.

**Challenging a rent or hiring charge increase**

3. You may apply to the Director of Consumer Affairs Victoria to review the proposed increase if you consider it to be excessive. This is free. You may apply by filling in the section 'Rent increase/hiring charge increase investigation', below. An application must be made in writing within 30 days after the notice is given. The Director will then investigate the increase and provide a report.
4. You may also apply to the Victorian Civil and Administrative Tribunal (VCAT) for an order declaring the proposed rent or hiring charge to be excessive. This application must be made within 30 days after receiving the Director's report. You will need to pay the increased rent or hiring charge amount from the date provided on this notice or 110% of the rent or hiring charge immediately before the rent increase (whichever is lower) until VCAT decides otherwise.
5. When VCAT makes its decision, it may order some of that money be refunded.
6. For further information visit the renting section of the Consumer Affairs Victoria website at [www.consumer.vic.gov.au/renting](http://www.consumer.vic.gov.au/renting) or call Consumer Affairs Victoria on 1300 558 181.

**PART B—DETAILS**

7. Address of caravan [*insert address*]
8. Resident's details  
This notice is given to [*insert resident's name*]  
*Include the names of all residents that are a party to the agreement.*
9. \*Caravan park owner's/\*caravan owner's details  
Name of \*caravan park owner/\*caravan owner [*insert \*caravan park owner's name/\*caravan owner's name—cannot be the agent's name*]
10. Address of \*caravan park owner/\*caravan owner for the purpose of serving documents [*insert \*caravan park owner's/\*caravan owner's address—can be the agent's address*]
11. Contact details of \*caravan park owner/\*caravan owner or agent  
Business hours [*insert telephone number*]  
After hours [*insert telephone number*]  
Email address [*insert email address*]
12. **Proposed rent increase**  
I intend to increase the rent as follows—  
Current rent amount (\$) [*insert rent*] per \*week/\*fortnight  
New rent amount (\$) [*insert rent*] per \*week/\*fortnight  
Start date [*insert start date*]
13. **Proposed hiring charge increase**  
I intend to increase the hiring charge as follows—  
Current hiring charge amount (\$) [*insert hiring charge*] per \*week/\*fortnight  
New hiring charge amount (\$) [*insert hiring charge*] per \*week/\*fortnight  
Start date [*insert start date*]
14. **Delivery of this notice**  
This notice has been sent on [*insert date notice sent*]—  
 personally, for example by hand  
 by registered post    Expected delivery time [*insert expected delivery time*]  
 by email (if consent has been provided by the resident)

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Resident's postal or email address [*insert postal or email address*]

15. **\*Rent increase/\*hiring charge increase investigation—for residents**

A request for an investigation by the Director of Consumer Affairs Victoria must be in writing.

You may apply for an investigation by ticking the box below, writing your daytime telephone number and posting a copy of this form to the Director of Consumer Affairs Victoria, GPO Box 123 Melbourne 3001, or by emailing it to [renting@justice.vic.gov.au](mailto:renting@justice.vic.gov.au)

After your request has been received, a Residential Tenancies Inspector will contact you.

Yes, \*I/\*we the resident/s wish to apply for a \*rent increase/\*hiring charge increase investigation.

Resident daytime telephone number [*insert telephone number*]

\*Delete if not applicable.

† Tick as applicable.

**FORM 16**

**Residential Tenancies Act 1997**  
(Section 206AZI(a))

(Regulation 72)

**NOTICE TO VACATE—RESIDENTS OF CARAVAN PARK**  
**INFORMATION FOR RESIDENTS**

1. This is a notice to vacate. It tells you that the caravan park or caravan owner wants you to move out on a certain date. You can find details of this date in clause 8 'Termination date', below.
2. **Challenging this notice**—You may be able to challenge this notice at the Victorian Civil and Administrative Tribunal (VCAT). Reasons to challenge notices to vacate include—
  - you believe you were given this notice due to unlawful discrimination or because you tried to exercise your rights as a resident; or
  - you believe it was not given to you properly; or
  - you disagree with the reason given or the information in the form is incorrect or incomplete; or
  - you have experienced family or personal violence and this caused the behaviour listed in the notice to vacate. In this case, you should apply to VCAT within 30 days after the notice has been given.

Specific timeframes may apply to certain reasons to challenge a notice. You may also challenge the validity of the notice if the caravan park or caravan owner applies to VCAT for a possession order.

You should seek advice if you are considering challenging a notice to vacate.

3. **Possession orders and warrants**—caravan owners, caravan park owners, and their mortgagees must give you the appropriate notice to vacate before they apply to VCAT for a possession order. If you do not vacate on the date stated in the notice, the caravan owner, caravan park owner or mortgagee may apply to VCAT asking for an order requiring you to leave (possession order). VCAT will notify you of a hearing date that you can attend. You are encouraged to attend the hearing.

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At the hearing, VCAT decides whether the caravan owner, caravan park owner or mortgagee was entitled to give you a notice to vacate. VCAT will make a possession order if it is satisfied that it is reasonable and proportionate to do so. VCAT determines whether it is reasonable and proportionate to make a possession order. VCAT may consider whether the notice to vacate was given in response to the act of a person who has subjected you to family or personal violence.

VCAT decides if you must leave the property and on what date that should occur. You may ask for more time in the property if you will be in hardship.

Caravan owners, caravan park owners, or their mortgagees cannot personally use force to remove you if you refuse to leave the property. Only Victoria Police can carry out a forcible eviction, and only when they are acting on a VCAT order (a warrant for possession).

4. **Seeking advice**—If you think you have grounds to challenge a notice to vacate at VCAT you should seek advice immediately by contacting one of the community legal organisations listed on the Consumer Affairs Victoria website. For further information visit the renting section of the Consumer Affairs Victoria website at [consumer.vic.gov.au/renting](http://consumer.vic.gov.au/renting) or call 1300 55 81 81.

#### NOTICE

5. Address of caravan [*insert address of caravan including site number*]  
6. Resident's details [*insert full name of each resident*]  
7. **\*Owner's/\*Mortgagee's details**

I am giving you this notice as—

- the caravan park owner  
 the caravan owner  
 the caravan park mortgagee  
 the caravan mortgagee

Full name of \*caravan owner/\*caravan park owner/\*mortgagee (this cannot be the agent's name) [*insert \*caravan owner's/\*caravan park owner's/\*mortgagee's full name*]

\*Caravan owner's/\*caravan park owner's/\*mortgagee's address for serving documents (this can be an agent's address) [*\*caravan owner's/\*caravan park owner's/\*mortgagee's address*]

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Contact details

Business hours [*insert contact telephone number*]

After hours [*insert contact telephone number*]

Email address [*insert email address*]

**8. Termination date**

The termination date must allow for—

- the minimum notice required under the **Residential Tenancies Act 1997** (the Act); and
- the proposed method of delivery and the date the resident is expected to receive the notice.

The minimum number of days notice required under the Act is [*insert minimum number of days*].

I request that you vacate on or before the following termination date [*insert termination date*].

If you want to challenge this notice you should seek legal advice as soon as possible.

**9. Reason for notice**

I am giving you this notice for the following reason—

*[Insert the relevant reason, section number of the Act. The owner or mortgagee must also explain why the notice has been given. It is not enough to quote from the reasons on the information sheet; this must be accompanied by specific details. VCAT may find a notice to vacate invalid if the notice does not provide enough details or, where relevant, is not accompanied by the form of documentary evidence approved by the Director of Consumer Affairs Victoria.]*

Is documentary evidence attached?

no

yes

Please provide details of the evidence attached [*insert details of the evidence attached*]

**10. Delivery of this notice**

This notice has been sent on [*insert date notice sent*]

This notice will be delivered

personally, for example by hand



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by registered post    Expected delivery time [*insert expected delivery time*]

by email (if consent has been provided by the resident)

Resident's postal or email address [*insert postal or email address*]

**11. Signature of \*owner/\*mortgagee/\*agent**

Signature of \*owner/\*mortgagee/\*agent [*insert signature of \*owner/\*mortgagee/\*agent*]

Name of \*owner/\*mortgagee/\*agent [*insert name of \*owner/\*mortgagee/\*agent*]

Date of notice [*insert date notice is issued*]

\*Delete if not applicable.

† Tick as applicable.

**FORM 17**

**Residential Tenancies Act 1997**  
(Section 206I(2))

(Regulation 74)

**COOLING OFF PERIOD UNDER SECTION 206J OF THE  
RESIDENTIAL TENANCIES ACT 1997**

1. A cooling off period gives you time to change your mind after signing a contract.
2. You may end this site agreement within 5 business days after signing it by providing written notice to the site owner. Once you give notice the contract is treated as if it was never entered into by you or the site owner or the site owner's agent. This means, for example, that if you sign the contract at 4.30 p.m. on Monday, you may provide notice of cooling off until 4.30 p.m. on the next Monday. You do not count weekends or public holidays within that period.
3. You must give the site owner, or their agent, written notice that you plan to end the agreement. You should keep a copy of your notice. This notice must be given to the site owner (or their agent) or left at the address for service of the site owner as listed in the site agreement. It is not enough to provide this notice verbally.
4. If you end the agreement in this way you will be entitled to a refund of all money paid except for \$100.
5. For further information visit the renting section of the Consumer Affairs Victoria website at [consumer.vic.gov.au/renting](http://consumer.vic.gov.au/renting) or call 1300 558 181.

**FORM 18**

**Residential Tenancies Act 1997**  
(Section 206JB)

(Regulation 75)

**SITE AGREEMENT APPLICANTS PRESCRIBED  
STATEMENT OF INFORMATION**

1. Discrimination is treating, or proposing to treat, someone unfavourably because of a personal attribute. Discrimination is also imposing an unreasonable requirement, condition or practice that disadvantages persons with a personal attribute.
2. In Victoria it is unlawful to discriminate against someone in relation to certain personal attributes. This means site owners and their agents cannot refuse you accommodation or discriminate during your residency on the basis of personal attributes protected by law. The following is a list of some protected attributes that are sometimes discriminated against in the rental market—
  - age;
  - disability (including physical, sensory and intellectual disability and mental illness);
  - employment activity;
  - expunged homosexual conviction;
  - gender identity;
  - industrial activity (including union activity);
  - marital status;
  - parental status or status as a carer;
  - physical features;
  - political belief or activity;
  - pregnancy or breastfeeding;
  - race;
  - religious belief or activity;
  - lawful sexual activity or sexual orientation;
  - sex or intersex status;
  - association with someone who has these personal attributes.

3. These personal attributes are protected by law and extend to agreements under the **Residential Tenancies Act 1997** (the Act). It is against the law for a site owner or their agent to treat you unfavourably or discriminate against you when you are applying for a Part 4A site, occupying a Part 4A site or leaving a Part 4A site.
4. Discrimination on the basis of any of these personal attributes may contravene Victorian laws including the Act, the **Equal Opportunity Act 2010** (the Equal Opportunity Act), and a range of Commonwealth Acts including the Age Discrimination Act 2004, the Disability Discrimination Act 1992, the Racial Discrimination Act 1975 and the Sex Discrimination Act 1984.
5. In some limited circumstances, discrimination may not be unlawful, including accommodation provided for children, shared family accommodation, and student accommodation. For more information, contact the Victorian Equal Opportunity and Human Rights Commission (VEOHRC).
6. **Scenarios and examples of unlawful discrimination in applying for a Part 4A site**
  - Refusing your application because of your ethnicity.
  - Processing your application differently by not giving your application to the owner because you have a disability or because of your race.
  - Offering you the property on different terms by requiring a higher rent because of your age.
  - Refusing to provide accommodation because you have an assistance dog, requiring you to keep your assistance dog away from the Part 4A site, or charging you extra for an assistance dog.
7. **Scenarios and examples of unlawful discrimination when occupying or leaving a site**
  - Stopping you from accessing a benefit or facility that is associated with the accommodation (e.g. a shared amenity such as a games room).
  - Refusing to allow you to make reasonable alterations or modifications to the site to meet your needs if you have a disability.
  - Extending or renewing your agreement on less favourable terms than your original agreement based on your protected attributes (e.g. due to a disability).

- Attempting to evict you and issuing you with a notice to vacate based on your protected attributes.

The examples listed and similar actions could contravene the Act, the Equal Opportunity Act, or the Commonwealth Acts.

**Getting help**

8. Unlawful discrimination is also an offence under the Act. If a site owner or agent is found to have unlawfully discriminated against you and you have suffered loss as a result, you may apply to VCAT for an order for compensation under section 210AA of the Residential Tenancies Act online at <https://www.vcat.vic.gov.au/> or by calling 1300 018 228.
9. If you would like advice about unlawful discrimination in relation to an application for a site agreement you may call Victoria Legal Aid on 1300 792 387.
10. If you feel you have been unlawfully discriminated against when applying for a Part 4A site, or once you have occupied a Part 4A site, you or someone on your behalf may make a complaint to the VEOHRC at <https://www.humanrightscommission.vic.gov.au/> or by calling 1300 292 153.

**FORM 19**

**Residential Tenancies Act 1997**  
(Section 206O(1B))

(Regulation 79)

**CONDITION REPORT—PART 4A SITE**

1. This condition report must be completed at the start of every Part 4A site agreement. It is important that the site tenant (tenant) completes this report in detail as it records the state of the site at the start of the agreement.

Keep the condition report in a safe place. It will help to resolve disputes over cleaning, damage, safety or missing items at the end of the agreement.

Take photos that show the condition of the site. Photos should be taken at the beginning and end of the agreement.

The tenant and Part 4A site owner (site owner) should sign and date all extra pages.

Tenants may fill in a condition report and give it to the Part 4A site owner if they are not given one.

2. **At the start of the Part 4A site agreement**—At the start of the agreement and before the tenant moves into the Part 4A site, the site owner or their agent must—
  - fill in, sign and date the condition report; and
  - add extra pages to the report if there is not enough room when listing items; and
  - give 2 copies of the signed report to the tenant to fill in their part (or one copy if sending electronically).
3. At the start of the agreement, tenants must fill in, sign and date the condition report within 5 business days after moving in. A completed report may help the tenant verify the condition of the site, if there is a later dispute about the tenant's responsibility for damage or cleaning.
4. When filling out the condition report the tenant should—
  - include comments where they disagree with the description of an item and note anything which seems unsafe, insecurely fixed or needs repair; and

**Note:** where the condition report lists something needing repair, this provides the site owner with written notice of the issue. If the site owner does not carry out the repairs within a reasonable period of time, a tenant may apply to the Victorian

Civil and Administrative Tribunal (VCAT) for an order requiring the repairs to be carried out.

- take photos that show the condition of items—especially if the site tenant does not agree with what is on the form. Identify the location at which the photo is taken, including the date, and send a copy to the site owner or their agent together with the amended condition report; and
  - tell the site owner or their agent about any defect that could be a threat to safety. For more information on reporting safety issues, see *Moveable Dwelling Guide* or [www.consumer.vic.gov.au/renting](http://www.consumer.vic.gov.au/renting).
5. **Correcting a condition report**—Tenants may not be able to see if all of the items in the condition report are working when they fill in the report. If they subsequently find that something is not working or in poor repair, tenants may apply to VCAT to correct the report. This must be done within 30 days after the start date of the agreement. VCAT may order that the condition report be amended.
6. **At the end of the Part 4A site agreement**—At the end of the Part 4A site agreement, the site owner or their agent must:
- complete the final inspection and fill in the condition report within 10 days after the end date of the agreement and give the site tenant an opportunity to attend the inspection if possible.
  - allow for fair wear and tear as this does not count as damage caused by the site tenant.

#### **PART A—PARTY DETAILS**

7. Date of condition report [*insert date the \*site owner/\*agent has prepared Parts A, B and C of this report*]
8. Address of site [*insert address of site*]
9. Site owner's details [*insert full name of site owner*]
10. \*Agent's details [*insert full name/company name of an agent representing the site owner*]
11. Site tenant's details [*insert full name of site tenant*]

*Each site tenant that is a party to this specific site agreement should sign this condition report.*

**Note:** Site owners, their agents and site tenants should take photos of the site. They should be taken close-up to show the detail regarding the structure, fixtures or fittings being photographed and at a distance for perspective. Photos should be dated, labelled and attached to this

condition report, in hard copy or electronically; they should identify the location. Photos may be useful in a dispute about the condition of the site.

### **PART B—START OF SITE AGREEMENT CONDITION REPORT**

The site owner or their agent must list each feature of the site including any appliances, fixtures or fittings supplied on or with the site.

The \*site owner/ \*agent must provide instructions to the site tenant to:

- indicate if the site tenant agrees or disagrees with the site owner's or their agent's assessment; and
- provide comments against each item if the site tenant disagrees or considers that something is unsafe or wants to add more details; and
- provide any photos taken by the site tenant to support the site tenant's assessment.

For each feature, appliance, fixture or fitting, the site owner or their agent must leave adequate space for the site tenant to—

- agree or disagree with the site owner's or their agent's assessment of the item; and
- provide comments on each item; and
- provide photos in relation to each item.

For each feature, appliance, fixture or fitting, the site owner or their agent must note whether the item is clean, undamaged, and working.

For each feature, appliance, fixture or fitting, the site owner or their agent may include additional comments or photos in relation to the state of the item. If they are unable to test whether a particular appliance is in working order, for example, due to an absence of electricity, they should write 'unable to assess'.

### **PART C—SIGNATURES**

**\*Site owner/\*agent**

12. \*Signature of \*site owner/\*agent [*insert signature of \*site owner/\*agent*]

Date [*insert date of signing*]



**Site tenant**

13. **Note:** Any tenant who is a party to the site agreement must sign this report.

I have read the \*site owner's/\*agent's report and agree except where I have commented in **Part B** of this report.

Signature of site tenant [*insert signature of site tenant*]

Date [*insert date of signing*]

*Insert the signatures of any additional site tenants and the date of signing on this page, or at the back of the condition report.*

**Note:** Site tenants should return one copy to the site owner and keep the other copy in a safe place.

**PART D—END OF SITE AGREEMENT CONDITION REPORT**

14. Date of condition report [*insert date the \*site owner/\*agent has prepared **Part D** of this report*]
15. This part of the report is to be completed by the site owner or their agent within 10 days after the end of the agreement.
16. The site owner or their agent must complete this part of the condition report in the presence of the site tenant, or give the site tenant a reasonable opportunity to be present when it is completed.

The site owner or their agent must list each feature of the caravan or site and any appliances, fixtures or fittings supplied on or with the site, including any that are listed in the agreement under **Part B**.

For each feature, appliance, fixture or fitting supplied on or with the site, the site owner or their agent must note whether the item is clean, undamaged, and in working condition. If the status of any feature, appliance, fixture or fitting has changed, the site owner or agent is advised to make a comment and take pictures.

\*Delete if not applicable.

† Tick as applicable.

**FORM 20**

**Residential Tenancies Act 1997**

(Section 206SA(5))

(Regulation 80)

**NOTICE OF SITE RENT INCREASE—FIXED AMOUNT**

1. The site owner of a Part 4A site must use this form to notify the site tenant (tenant) of a rent increase. This form applies where the parties have a site agreement that allows the rent to be increased by a fixed amount. For example, the agreement may provide for a rent increase of 2% each year.

**PART A—INFORMATION FOR THE TENANT**

2. The site owner must give the tenant at least 28 days notice of any rent increase.

The site owner must not increase the rent more than once every 12 months.

**PART B—DETAILS**

3. Address of site [*insert site address*]
4. Tenant's details  
This notice is given to [*insert tenant's name*]  
*Include the names of all tenants that are a party to the site agreement.*
5. Site owner details  
Name of site owner [*insert site owner's name—cannot be the agent's name*]
6. Address of site owner for the purpose of serving documents [*insert site owner's address—can be the agent's address*]
7. Contact details of site owner or agent  
Business hours [*insert telephone number*]  
After hours [*insert telephone number*]  
Email address [*insert email address*]
8. **Rent increase**  
I intend to increase the rent as follows—  
Current rent amount (\$) [*insert rent*] per \*week/\*fortnight/\*calendar month  
New rent amount (\$) [*insert rent*] per \*week/\*fortnight/\*calendar month

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Start date [*insert start date*]

Method used to calculate rent increase [*insert method used to calculate rent increase based on the method indicated in the site agreement*]

9. **Delivery of this notice**

This notice has been sent on [*insert date notice sent*]—

† personally, for example by hand

† by registered post    Expected delivery time [*insert expected delivery time*]

† by email (if consent has been provided by the tenant)

Tenant's postal or email address [*insert postal or email address*]

\*Delete if not applicable.

† Tick as applicable.

**FORM 21**

**Residential Tenancies Act 1997**  
(Section 206V(1))

(Regulation 82)

**NOTICE OF PROPOSED SITE RENT INCREASE—  
NON-FIXED AMOUNT**

1. The site owner must use this form to notify the site tenant (the tenant) of a proposed rent increase. This form applies where the parties have a site agreement that does not specify a fixed increase, or where a new site agreement is proposed.

**INFORMATION FOR THE TENANT**

2. The site owner must give you at least 60 days notice of a proposed rent increase by a non-fixed amount.

This notice may only provide for one rent increase.

The notice must include the method by which the rent increase was calculated. The rent increase cannot be greater than the amount calculated using this method.

The site owner must not increase the rent more than once every 12 months.

**Challenging a rent increase**

3. You may apply to the Director of Consumer Affairs Victoria to review the proposed increase if you consider it to be excessive. This is free. You may apply by filling in the section 'Rent increase investigation' (below) and giving a copy to Consumer Affairs Victoria. An application must be made in writing within 30 days after the notice is given. The Director will then investigate the increase and provide a report.
4. You may also apply to the Victorian Civil and Administrative Tribunal (VCAT) for an order declaring the proposed rent amount to be excessive. This application must be made within 30 days after receiving the Director's report. You will need to pay the increased rent amount from the date provided on this notice or 110% of the rent immediately before the rent increase (whichever is lower) until VCAT decides otherwise.

**Note:** you will need to satisfy VCAT that you have reasonable grounds to apply.

5. For further information visit the renting section of the Consumer Affairs Victoria website at [consumer.vic.gov.au/renting](http://consumer.vic.gov.au/renting) or call 1300 55 81 81.

**DETAILS**

6. Address of site [*insert address*]
7. Tenant's details  
This notice is given to [*insert tenant's name*]  
*Include the names of all tenants that are a party to the site agreement.*
8. Site owner details  
Name of site owner [*insert site owner's name—cannot be the agent's name*]
9. Address of site owner for the purpose of serving documents [*insert site owner's address—can be the agent's address*]
10. Contact details of site owner or agent  
Business hours [*insert telephone number*]  
After hours [*insert telephone number*]  
Email address [*insert email address*]
11. **Proposed rent increase**  
I intend to increase the rent as follows—  
Current rent amount (\$) [*insert rent*] per \*week/\*fortnight/\*calendar month  
New rent amount (\$) [*insert rent*] per \*week/\*fortnight/\*calendar month  
Start date [*insert start date*]  
Method used to calculate rent increase [*insert method, for example 'Consumer Price Index', used to calculate rent increase. Provide details of the process and calculation used to reach new rent amount*]
12. **Delivery of this notice**  
This notice has been sent on [*insert date notice sent*]—  
 personally, for example by hand  
 by registered post    Expected delivery time [*insert expected delivery time*]  
 by email (if consent has been provided by the tenant)  
Tenant's postal or email address [*insert postal or email address*]

13. **Rent increase investigation—for tenants**

A request for investigation by the Director of Consumer Affairs Victoria must be made in writing.

You may apply for an investigation by ticking the box below, writing your daytime telephone number and posting a copy of this form to Director of Consumer Affairs Victoria, GPO Box 123 Melbourne 3001, or by emailing it to [renting@justice.vic.gov.au](mailto:renting@justice.vic.gov.au)

After your request has been received, a Residential Tenancies Inspector will contact you.

Yes, \*I/\*we the site tenant/s wish to apply for a rent increase investigation.

Tenant daytime telephone number [*insert telephone number*]

\*Delete if not applicable.

† Tick as applicable.

**FORM 22**

**Residential Tenancies Act 1997**

(Section 207ZK(a))

(Regulation 89)

**NOTICE TO VACATE TO PART 4A SITE TENANT**

**INFORMATION FOR PART 4A SITE TENANTS**

1. This is a notice to vacate. It tells you that the site owner wants you to move out on a certain date. You can find details of this date in clause 8 'Termination date', below.
2. **Challenging this notice**—You may be able to challenge this notice at the Victorian Civil and Administrative Tribunal (VCAT). Reasons to challenge notices to vacate include—
  - you believe you were given this notice due to unlawful discrimination or because you tried to exercise your rights as a site tenant; or
  - you believe it was not given to you properly; or
  - you disagree with the reason given or the information in the form is incorrect or incomplete; or
  - you have experienced family or personal violence and this caused the behaviour listed in the notice to vacate, in which case, you should apply to VCAT within 30 days after the notice has been given.

Specific timeframes may apply to certain reasons to challenge a notice. You may also challenge the validity of the notice if the site owner applies to VCAT for a possession order.

You should seek advice if you are considering challenging a notice to vacate.

3. **Possession orders and warrants**—Site owners or mortgagees must give you the appropriate notice to vacate before they apply to VCAT for a possession order.

If you do not vacate on the date stated in the notice, the site owner or mortgagee may apply to VCAT asking for an order requiring you to leave (also known as a possession order). VCAT will notify you of the hearing date for this application so that you can attend. You are encouraged to attend the hearing.

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At the hearing, VCAT decides whether the site owner or mortgagee was entitled to give you a notice to vacate. VCAT will make a possession order if it is satisfied that it is reasonable and proportionate to do so. VCAT may consider whether the notice to vacate was given in response to the act of a person who has subjected you to family or personal violence.

VCAT decides if you must leave the site and on what date that should occur. You may ask for more time on the site if you will be in hardship.

Site owners or mortgagees cannot personally use force to remove you if you refuse to leave the property. Only Victoria Police can carry out a forcible eviction, and only when they are acting on a VCAT order (a warrant for possession).

4. **Seeking advice**—If you think you have grounds to challenge a notice to vacate at VCAT you should seek advice immediately by contacting one of the community legal organisations listed on the Consumer Affairs Victoria website. For further information visit the renting section of the Consumer Affairs Victoria website at [consumer.vic.gov.au/renting](http://consumer.vic.gov.au/renting) or call 1300 558 181.

#### NOTICE

5. Address of site [*insert address of site*]  
6. Site tenant details [*insert full name of each site tenant*]  
7. **\*Site owner's/\*mortgagee's details**

I am giving you this notice as—

- the site owner  
 the mortgagee of the park  
 the land owner, who is not the site owner

Full name of \*site owner/\*mortgagee/\*land owner (this cannot be the agent's name) [*insert \*site owner's/\*mortgagee's/\*land owner's full name*]

\*Site owner's/\*mortgagee's/\*land owner's address for serving documents (this can be the agent's address) [*insert \*site owner's/\*mortgagee's/\*land owner's address*]

Contact details

Business hours [*insert contact telephone number*]

After hours [*insert contact telephone number*]

Email address [*insert email address*]



8. **Termination date**

The termination date must allow for—

- the minimum notice required under the **Residential Tenancies Act 1997** (the Act); and
- the proposed method of delivery and the date the site tenant is expected to receive the notice.

The minimum number of days notice required under the Act is [*insert minimum number of days*].

I request that you vacate on or before the following termination date [*insert termination date*].

If you want to challenge this notice you should seek legal advice as soon as possible.

9. **Reason for notice**

I am giving you this notice for the following reason—

*[Insert the relevant reason, section number of the Act. The site owner, mortgagee or land owner must also explain why the notice has been given. It is not enough to quote from the reasons on the information sheet; this must be accompanied by specific details. VCAT may find a notice to vacate invalid where it does not provide enough details or, where required by the Act, if it is not accompanied by the form of documentary evidence approved by the Director of Consumer Affairs Victoria.]*

Is documentary evidence attached?

no

yes

Please provide details of the evidence attached [*insert details of the evidence attached*]

10. **Delivery of this notice**

This notice has been sent on [*insert date notice sent*]—

personally, for example by hand

by registered post    Expected delivery time [*insert expected delivery time*]

by email (if consent has been provided by the site tenant)

Site tenant's postal or email address [*insert postal or email address*]

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11. **Signature of \*site owner/\*mortgagee/\*land owner/\*agent**

Signature of \*site owner/\*mortgagee/\*land owner/\*agent [*insert signature of \*site owner/\*mortgagee/\*land owner/\*agent*]

Name of \*site owner/\*mortgagee/\*land owner/\*agent [*insert name of \*site owner/\*mortgagee/\*land owner/\*agent*]

Date of notice [*insert date notice is issued*]

\*Delete if not applicable.

† Tick as applicable.

**FORM 23**

**Residential Tenancies Act 1997**  
(Section 361(b))

(Regulation 91)

**SHERIFF'S NOTICE OF RETAINED  
PERSONAL DOCUMENTS**

1. The personal documents described below—  
[insert description of personal documents]  
which were left by [insert name of former resident]  
in a caravan at [insert name and address of caravan park]  
are being stored by the Sheriff at [insert Sheriff's storage address]  
for a period of 90 days from [insert date].
2. It is intended to dispose of the personal documents at the end of this 90-day storage period.
3. A former resident, or any other person who gives satisfactory evidence of a right to the documents, may reclaim these documents before they are disposed of. To do so, a person must pay to the Sheriff any reasonable costs involved in removing and storing these documents; and publishing this notice.
4. Persons wishing to claim documents may contact one of the community legal organisations listed on the Consumer Affairs Victoria website at [consumer.vic.gov.au/renting](http://consumer.vic.gov.au/renting) for advice or assistance.

**FORM 24**

**Residential Tenancies Act 1997**  
(Section 368(3))

(Regulation 92)

**NOTICE TO LEAVE TO RESIDENT OF MANAGED  
PREMISES OR RESIDENT'S VISITOR**

**PART A—INFORMATION FOR THE RESIDENT/VISITOR**

**If you are a resident**

1. This notice suspends your right to live in the managed premises.

After receiving this notice, you must leave the premises immediately.

It is an offence for you or your visitor to fail to leave the property, or return to the property, during the suspension (see sections 369 and 372 of the **Residential Tenancies Act 1997** (the Act)).

You may arrange with the manager of the managed premises for someone to collect your personal items from the premises. This includes things you might need during the suspension, such as food, clothing and medicine, or evidence for a VCAT hearing.

2. **When you may return**

If the manager does not apply to the Victorian Civil and Administrative Tribunal (VCAT), you may return at the end of **2 business days from the date of this notice, which is:** *[insert date that suspension ends]*  
This date cannot be more than 2 business days from the date of this form.

If the manager applies to VCAT you must not return until after VCAT **hears and decides that application.**

3. You are required to pay rent for the duration of the suspension unless VCAT finds that you should not have been given this notice. If that happens, any rent you pay during the suspension must be reimbursed to you in addition to reasonable expenses you incur during the suspension.
4. If you receive this notice, you should contact VCAT on 1300 018 228 to determine whether an application to VCAT to terminate your residency has been made.

**Attending your VCAT hearing**

5. If the manager of the premises applies to VCAT for an order terminating your residency, it is important that you attend your hearing and get legal advice.

6. VCAT cannot make an order terminating your residency unless it determines that it is reasonable and proportionate to do so, having regard to all of the circumstances. You might be able to find a lawyer to represent you at this hearing (see Getting Help).

**Getting Help**

7. Consumer Affairs Victoria may provide you with more information about protecting your rights by calling 1300 558 181. You may also seek legal advice and representation from one of the community legal organisations listed on the Consumer Affairs Victoria website. For further information visit the renting section of the Consumer Affairs Victoria website [consumer.vic.gov.au/renting](http://consumer.vic.gov.au/renting).

If you require crisis accommodation, call the 24-hour statewide toll free number 1800 825 955 for assistance.

**If you are a visitor who is given this notice**

8. It is an offence—
- to remain on the premises after being given the notice (section 369 of the Act); or
  - to enter or re-enter the premises while the suspension is in force (section 372 of the Act).

**PART B—INFORMATION FOR THE MANAGER**

9. The manager of a managed premises must use this form to instruct the resident of a managed premises or the resident's visitor to leave.
10. The definition of manager includes residential rental provider, rooming house owner, caravan park owner and Part 4A park owner.
11. The manager must only give this form if they have **reasonable grounds** to believe that the resident or visitor has committed a serious act of violence on the premises or the safety of any person on the managed premises has been endangered or that the resident has caused, counselled or permitted their visitor to do the same.
12. It is an offence to give this notice without reasonable grounds.
13. This form must be given as soon as it is safe to do so.
14. This notice cannot be given if a notice to vacate has already been given under sections 91ZJ, 142ZC, 206AR or 207X of the Act in respect of the same act or omission.
15. The manager must not give the resident this notice for the actions of their visitor in instances of family violence (i.e. where the violence or threat to safety is family violence and the visitor is a family member of the resident).

16. The manager may apply to VCAT for an order to terminate the residency right or site agreement before the end of 2 days after the suspension.

**PART C—NOTICE**

17. This notice is given to
- the resident
  - the resident's visitor
18. Address of managed premises at *[insert address]*
19. Name of \*resident/\*visitor *[insert name of resident/visitor]*
20. \*Resident/\*visitor address (if known) *[insert address]*
21. Address for service of documents *[insert address for service of documents]*
22. Contact details
- Business hours *[insert business hours phone number of resident/visitor]*
  - After hours *[insert after hours phone number of resident/visitor]*
  - Email address *[insert email address of resident/visitor]*
23. Name of manager *[insert name of manager]*
24. Address for service of documents *[insert address for service of documents]*
25. Contact details
- Business hours *[insert business hours phone number of manager]*
  - After hours *[insert after hours phone number of manager]*
  - Email address *[insert email address of manager]*
- Reason to leave**
26. As the manager I give you notice to leave the premises **immediately** because I have reasonable grounds to believe that—
- you have committed a serious act of violence on these premises;
  - you have placed another person on the premises in danger;
  - you have caused, counselled or permitted your visitor to commit a serious act or violence on the premises;
  - you have caused, counselled or permitted your visitor to commit an act that has placed another person on the premises in danger.
27. Further details *[manager to insert a brief explanation of the reason for giving this notice]*

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28. I will give written notice to the Principal Registrar of VCAT of the fact that I have issued a notice to leave by the end of the next business day after I give you this notice.

**Delivery of this notice**

29. This notice has been sent on [*insert date notice sent*]—

†  personally, for example by hand

†  by registered post    Expected delivery time [*insert expected delivery time*]

†  by email (if consent has been provided by the resident/visitor)

30. Signature of manager [*insert signature of manager*]

31. Date of notice [*insert date*]

\*Delete if not applicable.

† Tick as applicable.

**FORM 25**

**Residential Tenancies Act 1997**  
(Section 505B)

(Regulation 97(1))

**NOTICE OF FORMAL AFFILIATION OF PREMISES  
WITH SCHOOL OR INSTITUTION PROVIDING  
EDUCATION AND TRAINING**

TAKE NOTICE THAT under section 21(1) of the **Residential Tenancies Act 1997** (the Act) the residential premises at [*insert address of premises*] are formally affiliated with [*insert name of school or institution*].

AND FURTHER TAKE NOTICE THAT the provisions of the Act do not apply to a residential rental agreement or room in respect of the residential premises.

[*insert name of school council/governing body*]

\*school council/governing body of

\*school/institution

[*insert date*]

\*Delete if not applicable.



## **Schedule 2—Criteria to be considered by school or institution before entering affiliation agreement**

Regulation 9

1. Whether or not the owner or operator of the residential premises intends to provide any of the following services to persons accommodated in the premises—
  - (a) a tutorial system for residents to complement the teaching of the school or institution;
  - (b) pastoral care, chaplains, mentors, or counsellors;
  - (c) meals;
  - (d) opportunities for a range of social and cultural events and activities that students or staff may attend or participate in.
2. Whether prospective persons to be accommodated in the residential premises are primarily—
  - (a) persons enrolled at the school or institution; or
  - (b) members of staff of the school or institution.
3. Whether the owner or operator of the residential premises intends to provide residents with a written statement, before they sign an agreement for accommodation in the premises, outlining the facilities and the services that are included in the amount to be paid to the owner or operator for accommodation.
4. Whether the owner or operator of the residential premises intends to have available in written form and for inspection on the premises to residents at no charge, the current terms and conditions for occupancy relating, but not limited, to the following matters—
  - (a) the amount paid by residents for accommodation including facilities and services;
  - (b) increases in amounts paid for accommodation;

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- (c) the payments of any bonds or deposits relating to accommodation;
  - (d) repairs to the premises;
  - (e) termination of the agreement for accommodation.
5. Whether the owner or operator of the residential premises intends to have a written agreement for accommodation with every resident on the premises, which includes the terms and conditions of occupancy.
6. Whether, on signing an agreement for accommodation, the owner or operator of the residential premises intends to provide every resident with a package of written information containing—
- (a) the terms and conditions for occupancy including house rules; and
  - (b) general first aid information and any emergency evacuation plan; and
  - (c) any dispute resolution options and procedures; and
  - (d) information about any compliance monitoring system that reflects the criteria in this Schedule, including any website where results of compliance are published.
7. In the case of a dispute between a resident and the owner or operator of the residential premises, whether the owner or operator of the residential premises—
- (a) has a system for responding to complaints by residents that is timely, treats residents with respect and ensures that residents have an opportunity to be heard in relation to a dispute; and
  - (b) intends to refer a dispute that cannot be resolved to an external dispute resolution service.
8. Whether the owner or operator of the residential premises has an emergency evacuation plan for the premises and has displayed the plan on the back of every door and in all common areas in the premises.

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9. Whether the owner or operator of the residential premises has a compliance monitoring system in place that reflects the criteria in this Schedule.

## **Schedule 3—Safety-related activities**

Regulation 13

### **1 Electrical safety activities**

- (1) The residential rental provider must ensure that an electrical safety check of all electrical installations, appliances and fittings provided by a residential rental provider in the rented premises is conducted every 2 years by a licensed or registered electrician and must provide the renter with the date of the most recent safety check, in writing, on request by the renter.
- (2) If an electrical safety check of the rented premises has not been conducted within the last 2 years at the time the renter occupies the premises, the residential rental provider must arrange an electrical safety check as soon as practicable.

### **2 Gas safety activities**

- (1) The safety-related activities in subclauses (2) and (3) only apply if the rented premises contain any appliances, fixtures or fittings which use or supply gas.
- (2) The residential rental provider must ensure that a gas safety check of all gas installations and fittings in the rented premises is conducted every 2 years by a licensed or registered gasfitter and must provide the renter with the date of the most recent safety check, in writing, on request by the renter.
- (3) If a gas safety check has not been conducted within the last 2 years at the time the renter occupies the premises, the residential rental provider must arrange a gas safety check as soon as practicable.

### **3 Smoke alarm safety activities**

- (1) The residential rental provider must ensure that—
  - (a) each smoke alarm is correctly installed and in working condition; and
  - (b) each smoke alarm is tested according to the manufacturer's instructions at least once every 12 months; and
  - (c) the batteries in each smoke alarm are replaced as required.
- (2) The residential rental provider must immediately arrange for a smoke alarm to be repaired or replaced as an urgent repair if they are notified by the renter that it is not in working order.

**Note**

Repair or replacement of a hard-wired smoke alarm must be undertaken by a suitably qualified person.

- (3) The residential rental provider, on or before the commencement of the residential rental agreement, must provide the renter with the following information in writing—
  - (a) information about how each smoke alarm in the rented premises operates;
  - (b) information about how to test each smoke alarm in the rented premises;
  - (c) information about the renter's obligations to not tamper with any smoke alarms and to report if a smoke alarm in the rented premises is not in working order.

- (4) The renter must give written notice to the residential rental provider as soon as practicable after becoming aware that a smoke alarm in the rented premises is not in working order.

**Note**

Regulations made under the **Building Act 1993** require smoke alarms to be installed in all residential buildings.

**4 Swimming pool barrier safety activities**

- (1) The safety-related activities in subclauses (2), (3) and (4) only apply if the rented premises contains a swimming pool.
- (2) The residential rental provider must ensure that the swimming pool barrier is maintained in good repair.
- (3) The renter must give written notice to the residential rental provider as soon as practicable after becoming aware that the swimming pool barrier is not in working order.
- (4) The rental provider must arrange for the swimming pool barrier to be immediately repaired or replaced as an urgent repair if they are notified by the renter that it is not in working order.

**5 Relocatable swimming pool safety activities**

- (1) The safety-related activities in subclauses (2) and (3) only apply if a relocatable swimming pool is erected, or is intended to be erected, on the rented premises.
- (2) The renter must not erect a relocatable swimming pool without prior written notice to the residential rental provider.
- (3) The renter must obtain any necessary approvals before erecting a relocatable swimming pool.

**Note**

Regulations made under the **Building Act 1993** apply to any person erecting a relocatable swimming pool.

These safety-related activities do not apply to a swimming pool or spa that is not capable of containing water to a depth greater than 300 mm.

**6 Bushfire prone area activities**

- (1) This safety-related activity only applies if the rented premises is in a bushfire prone area and is required to have a water tank for bushfire safety.
- (2) If the rented premises is in a designated bushfire prone area under section 192A of the **Building Act 1993**, and a water tank is required for firefighting purposes, the residential rental provider must ensure that the water tank and any connected infrastructure is maintained in good repair, as required.
- (3) The water tank must be full and clean at the commencement of the residential rental agreement.

## Schedule 4—Rental minimum standards

Regulation 29

### 1 Locks

- (1) All external entry doors to the rented premises which are not able to be secured with a functioning deadlock, other than any screen door attached to an external door, must at least be fitted with a locking device that—
  - (a) is operated by a key from the outside; and
  - (b) may be unlocked from the inside with or without a key.
- (2) Subclause (1) does not apply—
  - (a) to a public lobby door that opens to common property; or
  - (b) if the rented premises is a registered place and a request for a permit to alter the relevant features of the premises to comply with this standard has been refused in accordance with Part 5 of the **Heritage Act 2017**.

### 2 Vermin proof bins

A rubbish bin and a recycling bin are to be supplied for use by the renter of the rented premises which are—

- (a) provided by the local council; or
- (b) vermin proof and compatible with local council collection.

### 3 Toilets

The rented premises are to contain a toilet that is—

- (a) in good working order, connected to—
  - (i) a reticulated sewerage system; or



- (ii) a wastewater treatment system permitted under the Code of practice – onsite wastewater management, published under the **Environment Protection Act 1970**; or
  - (iii) any other system approved by the local council; and
- (b) either in—
- (i) a room that is intended to be used as a toilet area, whether as a separate toilet or bathroom or combined bathroom and laundry; or
  - (ii) a separate enclosed structure that is intended to be used as a toilet area.

#### **4 Bathroom facilities**

In relation to bathroom facilities, the following amenities are to be provided in the rented premises—

- (a) a bathroom connected to a reasonable supply of hot and cold water that contains a washbasin and a shower or bath;
- (b) if a shower is present—
  - (i) a shower head with a 3 star rating in the rating system referred to in regulation 23(1)(a); or
  - (ii) a shower head with a one or 2 star rating if a shower head with a 3 star rating—
    - (A) cannot be installed; or
    - (B) if installed, will not operate effectively due to the age, nature or structure of the plumbing of the premises.

## **5 Kitchen facilities**

- (1) In relation to kitchen facilities, the following amenities are to be provided in the rented premises—
  - (a) a dedicated area which is intended to be used for cooking and food preparation;
  - (b) a sink in good working order that is connected to a reasonable supply of hot and cold water;
  - (c) a cooktop in good working order that has 2 or more burners.
- (2) Subclause (1) does not apply if the rented premises is a registered place and a request for a permit to alter the relevant features of the premises to comply with this standard has been refused in accordance with Part 5 of the **Heritage Act 2017**.
- (3) Any oven at the rented premises must be in good working order.

## **6 Laundry facilities**

Any laundry facilities present in the rented premises must be connected to a reasonable supply of hot and cold water.

## **7 Structural soundness**

The rented premises are to be structurally sound and weatherproof.

## **8 Mould and dampness**

Each room in the rented premises must be free from mould and damp caused by or related to the building structure.

## 9 Electrical safety

On and from 29 March 2023, in relation to electrical safety, all power outlets and lighting circuits in the rented premises are to be connected to—

- (a) a switchboard-type Circuit Breaker that complies with AS/NZS 3000, "Electrical Installations", as published from time to time; and
- (b) a switchboard-type Residual Current Device that complies with—
  - (i) AS/NZS 3190, "Approval and test specification—Residual current devices (current operated earth-leakage devices)", as published from time to time; or
  - (ii) AS/NZS 61008.1, "Residual current operated circuit-breakers without integral overcurrent protection for household and similar uses (RCCBs): Part 1: General rules", as published from time to time; or
  - (iii) AS/NZS 61009.1, "Residual current operated circuit-breakers with integral overcurrent protection for household and similar uses (RCBOs) Part 1: General rules", as published from time to time.

Sch. 4  
cl. 9(b)(ii)  
amended by  
S.R. No.  
21/2021  
reg. 9(1).

Sch. 4  
cl. 9(b)(iii)  
amended by  
S.R. No.  
21/2021  
reg. 9(2).

## 10 Window coverings

On and from 29 March 2022, each window in a room at the rented premises that is likely to be used as a bedroom or as a living area is to be fitted with a curtain or blind that can be opened or closed by the renter to—

- (a) reasonably block light; and
- (b) provide reasonable privacy to the renter.

## **11 Windows**

- (1) All external windows in the rented premises that are capable of opening must be able to be set in a closed or open position.
- (2) All external windows in the rented premises which are capable of opening must have a functioning latch to secure the windows against external entry.

### **Note**

A window lock or bolt will meet the minimum standard referred to in subclause (2).

## **12 Lighting**

- (1) The interior rooms, corridors and hallways of the rented premises are to have access to light, whether natural or artificial, which provides a level of illuminance appropriate to the function or use of those rooms.
- (2) Each habitable room of the rented premises is to have access to—
  - (a) natural light, including borrowed light from an adjoining room, during daylight hours, which provides a level of illuminance appropriate to the function or use of the room; and
  - (b) artificial light during non-daylight hours which provides a level of illuminance appropriate to the function or use of the room.
- (3) Subclauses (1) and (2) do not apply if the rented premises is a registered place and a request for a permit to alter the relevant features of the premises to comply with the standard has been

refused in accordance with Part 5 of the **Heritage Act 2017**.

### **13 Ventilation**

- (1) If the rented premises is a Class 1 building, each habitable room, bathroom, shower room, toilet and laundry must have ventilation satisfying Performance Requirement P2.4.5 of the BCA Volume Two, or the Acceptable Construction Practice in Part 3.8.5 of the BCA Volume Two.
- (2) If the rented premises is within a Class 2 building, each habitable room, bathroom, shower room, toilet and laundry must have ventilation satisfying Performance Requirements FP4.3, FP4.4 and FP4.5 of the BCA Volume One, or the Deemed-to-Satisfy Provisions requirements in F4.5, F4.6 and F4.7 of the BCA Volume One.

### **14 Heating**

- (1) On and from 29 March 2021 until 28 March 2023, in relation to heating in a Class 1 building—
  - (a) a fixed heater in good working order is to be in the main living area of the rented premises; or
  - (b) if a fixed heater has not been installed in the main living area of the rented premises on or by 29 March 2021, an energy efficient fixed heater in good working order is to be installed in the main living area of the rented premises.
- (2) On and from 29 March 2021 until 28 March 2023, in relation to heating in a Class 2 building—
  - (a) a fixed heater in good working order is to be in the main living area of the rented premises; or

- (b) if a fixed heater has not been installed in the main living area of the rented premises on or by 29 March 2021, an energy efficient fixed heater in good working order is to be installed in the main living area of the rented premises unless it would be unreasonable to install an energy efficient fixed heater.
- (3) On and from 29 March 2023, in relation to heating in a Class 1 building, an energy efficient fixed heater in good working order is to be installed in the main living area of the rented premises.
- (4) On and from 29 March 2023, in relation to heating in a Class 2 building—
  - (a) an energy efficient fixed heater in good working order is to be installed in the main living area of the rented premises unless it is unreasonable to install an energy efficient fixed heater; or
  - (b) if it is unreasonable to install an energy efficient fixed heater in the main living area of the rented premises, a fixed heater in good working order is to be installed in the main living area of the rented premises.
- (5) For the purposes of subregulations (2)(b) and (4) it would be unreasonable to install an energy efficient fixed heater if—
  - (a) the cost of installation would be significantly higher than the average price of installation in a Class 2 building; or
  - (b) owners corporation rules prohibit installation of the appliance; or
  - (c) compliance with any other Act or local law makes the cost of installation prohibitive.

(6) In this clause—

***energy efficient fixed heater*** means—

- (a) a non-ducted air conditioner or heat pump with a 2 star or above heating rating in the prescribed energy rating system for non-ducted air conditioners or heat pumps; or
- (b) a gas space heater with a 2 star or above heating rating in the prescribed energy rating system for gas space heaters; or
- (c) a ducted heating or hydronic heating system which has an outlet in the main living area of the rented premises; or
- (d) a domestic solid fuel burning appliance;

***fixed heater*** means a heater that is not designed or manufactured to be portable.

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Schedule 5—Infringements

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## Schedule 5—Infringements

Regulation 98

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<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>
<i>Item</i>	<i>Infringement offence</i>	<i>Infringement penalty</i>
1	An offence against section 26(2) of the Act	5 penalty units
2	An offence against section 26(2A) of the Act	5 penalty units
3	An offence against section 26A(1) of the Act	5 penalty units
4	An offence against section 27A(2) of the Act	5 penalty units
5	An offence against section 29(1) of the Act	5 penalty units
6	An offence against section 29(2) of the Act	5 penalty units
7	An offence against section 30F(1) of the Act	In the case of a natural person, 12 penalty units In the case of a body corporate, 60 penalty units
8	An offence against section 30G(2) of the Act	In the case of a natural person, 12 penalty units In the case of a body corporate, 60 penalty units
9	An offence against section 31(1) of the Act	12 penalty units
10	An offence against section 34(1) of the Act	12 penalty units



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<i>Column 1</i> <i>Item</i>	<i>Column 2</i> <i>Infringement offence</i>	<i>Column 3</i> <i>Infringement penalty</i>
11	An offence against section 35(1) of the Act	5 penalty units
12	An offence against section 40(1) of the Act	12 penalty units
13	An offence against section 41 of the Act	12 penalty units
14	An offence against section 42(3) of the Act	12 penalty units
15	An offence against section 43(1) of the Act	5 penalty units
16	An offence against section 43(2) of the Act	5 penalty units
17	An offence against section 43(2A) of the Act	5 penalty units
18	An offence against section 49 of the Act	12 penalty units
19	An offence against section 51(1) of the Act	12 penalty units
20	An offence against section 51(2) of the Act	12 penalty units
21	An offence against section 51(3) of the Act	12 penalty units
22	An offence against section 56(1) of the Act	12 penalty units

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<i>Column 1</i> <i>Item</i>	<i>Column 2</i> <i>Infringement offence</i>	<i>Column 3</i> <i>Infringement penalty</i>
23	An offence against section 65A(1) of the Act	In the case of a natural person, 12 penalty units In the case of a body corporate, 60 penalty units
24	An offence against section 66(1) of the Act	12 penalty units
25	An offence against section 66(2) of the Act	12 penalty units
26	An offence against section 66(3) of the Act	12 penalty units
27	An offence against section 66(4) of the Act	12 penalty units
28	An offence against section 91ZZH(1) of the Act	In the case of a natural person, 12 penalty units In the case of a body corporate, 60 penalty units
29	An offence against section 92C(1) of the Act	5 penalty units
30	An offence against section 96 of the Act	12 penalty units
31	An offence against section 97(1) of the Act	5 penalty units
32	An offence against section 99 of the Act	12 penalty units
33	An offence against section 99A(1) of the Act	12 penalty units
34	An offence against section 100(1) of the Act	5 penalty units

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<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>
<i>Item</i>	<i>Infringement offence</i>	<i>Infringement penalty</i>
35	An offence against section 100(2) of the Act	5 penalty units
36	An offence against section 100(2A) of the Act	5 penalty units
37	An offence against section 107 of the Act	12 penalty units
38	An offence against section 124(1) of the Act	5 penalty units
39	An offence against section 124(2) of the Act	5 penalty units
40	An offence against section 125(1) of the Act	12 penalty units
41	An offence against section 125(2) of the Act	12 penalty units
42	An offence against section 125(3) of the Act	12 penalty units
43	An offence against section 127(1) of the Act	5 penalty units
44	An offence against section 142B(1) of the Act	In the case of a natural person, 12 penalty units In the case of a body corporate, 60 penalty units
45	An offence against section 142B(2) of the Act	In the case of a natural person, 12 penalty units In the case of a body corporate, 60 penalty units

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<i>Column 1</i> <i>Item</i>	<i>Column 2</i> <i>Infringement offence</i>	<i>Column 3</i> <i>Infringement penalty</i>
46	An offence against section 142B(3) of the Act	In the case of a natural person, 12 penalty units In the case of a body corporate, 60 penalty units
47	An offence against section 142BA of the Act	In the case of a natural person, 12 penalty units In the case of a body corporate, 60 penalty units
48	An offence against section 142D of the Act	12 penalty units
49	An offence against section 142ZL(1) of the Act	In the case of a natural person, 12 penalty units In the case of a body corporate, 60 penalty units
50	An offence against section 145 of the Act	5 penalty units
51	An offence against section 146(3) of the Act	12 penalty units
52	An offence against section 147 of the Act	12 penalty units
53	An offence against section 148(1) of the Act	5 penalty units
54	An offence against section 150(1) of the Act	12 penalty units
55	An offence against section 150(2) of the Act	12 penalty units
56	An offence against section 150A(1) of the Act	12 penalty units
57	An offence against section 151(1) of the Act	5 penalty units

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<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>
<i>Item</i>	<i>Infringement offence</i>	<i>Infringement penalty</i>
58	An offence against section 151(2) of the Act	5 penalty units
59	An offence against section 151(2A) of the Act	5 penalty units
60	An offence against section 160 of the Act	12 penalty units
61	An offence against section 166(1) of the Act	12 penalty units
62	An offence against section 182 of the Act	12 penalty units
63	An offence against section 183(1) of the Act	12 penalty units
64	An offence against section 183(2) of the Act	5 penalty units
65	An offence against section 184(1) of the Act	5 penalty units
66	An offence against section 184(2) of the Act	5 penalty units
67	An offence against section 184(3) of the Act	5 penalty units
68	An offence against section 186(1) of the Act	5 penalty units
69	An offence against section 198(1) of the Act	5 penalty units

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<i>Column 1</i> <i>Item</i>	<i>Column 2</i> <i>Infringement offence</i>	<i>Column 3</i> <i>Infringement penalty</i>
70	An offence against section 198(2) of the Act	In the case of a natural person, 12 penalty units In the case of a body corporate, 60 penalty units
71	An offence against section 206AZC(1) of the Act	In the case of a natural person, 12 penalty units In the case of a body corporate, 60 penalty units
72	An offence against section 206AZC(2) of the Act	In the case of a natural person, 12 penalty units In the case of a body corporate, 60 penalty units
73	An offence against section 206E(2) of the Act	12 penalty units
74	An offence against section 206I(1) of the Act	12 penalty units
75	An offence against section 206K(1) of the Act	12 penalty units
76	An offence against section 206N of the Act	12 penalty units
77	An offence against section 206O(1) of the Act	5 penalty units
78	An offence against section 206T of the Act	12 penalty units
79	An offence against section 206U(1) of the Act	5 penalty units
80	An offence against section 206U(2) of the Act	5 penalty units

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<i>Column 1</i> <i>Item</i>	<i>Column 2</i> <i>Infringement offence</i>	<i>Column 3</i> <i>Infringement penalty</i>
81	An offence against section 206U(3) of the Act	5 penalty units
82	An offence against section 206ZH(1) of the Act	12 penalty units
83	An offence against section 206ZR(1) of the Act	12 penalty units
84	An offence against section 206ZS(1) of the Act	5 penalty units
85	An offence against section 206ZX(1) of the Act	5 penalty units
86	An offence against section 206ZX(2) of the Act	5 penalty units
87	An offence against section 206ZX(3) of the Act	5 penalty units
88	An offence against section 206ZZ(1) of the Act	12 penalty units
89	An offence against section 206ZZH(2) of the Act	12 penalty units
90	An offence against section 206ZZH(3) of the Act	12 penalty units
91	An offence against section 207ZE(2) of the Act	In the case of a natural person, 12 penalty units In the case of a body corporate, 20 penalty units
92	An offence against section 358(1) of the Act	12 penalty units

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<i>Column 1</i> <i>Item</i>	<i>Column 2</i> <i>Infringement offence</i>	<i>Column 3</i> <i>Infringement penalty</i>
93	An offence against section 358(2) of the Act	12 penalty units
94	An offence against section 358(3) of the Act	4 penalty units
95	An offence against section 369 of the Act	12 penalty units
96	An offence against section 372 of the Act	12 penalty units
97	An offence against section 373 of the Act	12 penalty units
98	An offence against section 377(1) of the Act	In the case of a natural person, 12 penalty units In the case of a body corporate, 60 penalty units
99	An offence against section 377(2) of the Act	In the case of a natural person, 12 penalty units In the case of a body corporate, 60 penalty units
100	An offence against section 377(3) of the Act	In the case of a natural person, 12 penalty units In the case of a body corporate, 60 penalty units
101	An offence against section 377(3A) of the Act	In the case of a natural person, 12 penalty units In the case of a body corporate, 60 penalty units
102	An offence against section 382(2) of the Act	In the case of a natural person, 12 penalty units In the case of a body corporate, 60 penalty units
103	An offence against section 405(1) of the Act	5 penalty units



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<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>
<i>Item</i>	<i>Infringement offence</i>	<i>Infringement penalty</i>
104	An offence against section 405(4) of the Act	5 penalty units
105	An offence against section 406 of the Act	12 penalty units
106	An offence against section 411(5) of the Act	12 penalty units
107	An offence against section 424(1) of the Act	12 penalty units
108	An offence against section 424(3) of the Act	12 penalty units
109	An offence against section 425(1) of the Act	12 penalty units
110	An offence against section 428 of the Act	12 penalty units
111	An offence against section 439C(2) of the Act	12 penalty units
112	An offence against section 439D(2) of the Act	12 penalty units
113	An offence against section 439G(3) of the Act	5 penalty units
114	An offence against section 439H(2) of the Act	In the case of a natural person, 12 penalty units In the case of a body corporate, 60 penalty units
115	An offence against section 439I(1) of the Act	12 penalty units

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<i>Column 1</i> <i>Item</i>	<i>Column 2</i> <i>Infringement offence</i>	<i>Column 3</i> <i>Infringement penalty</i>
116	An offence against section 439I(2) of the Act	12 penalty units
117	An offence against section 498D(1) of the Act	In the case of a natural person, 12 penalty units In the case of a body corporate, 60 penalty units
118	An offence against section 498D(3) of the Act	In the case of a natural person, 12 penalty units In the case of a body corporate, 60 penalty units
119	An offence against section 498DA(1) of the Act	5 penalty units
120	An offence against section 498DA(2) of the Act	5 penalty units
121	An offence against section 498F(5) of the Act	12 penalty units
122	An offence against section 498I(2) of the Act	5 penalty units
123	An offence against section 498ZC of the Act	12 penalty units
124	An offence against section 498ZD(2) of the Act	12 penalty units
125	An offence against section 498ZV(4) of the Act	12 penalty units
126	An offence against section 498ZV(5) of the Act	12 penalty units

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<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>
<i>Item</i>	<i>Infringement offence</i>	<i>Infringement penalty</i>
127	An offence against section 498ZX(7) of the Act	12 penalty units
128	An offence against section 498ZX(8) of the Act	12 penalty units
129	An offence against section 498ZZD(3) of the Act	12 penalty units
130	An offence against section 498ZZD(4) of the Act	12 penalty units
131	An offence against section 498ZZZPA(1) of the Act	In the case of a natural person, 12 penalty units In the case of a body corporate, 60 penalty units
132	An offence against section 505(1) of the Act	In the case of a natural person, 12 penalty units In the case of a body corporate, 60 penalty units
133	An offence against section 505(2) of the Act	In the case of a natural person, 12 penalty units In the case of a body corporate, 60 penalty units
134	An offence against section 505(3) of the Act	In the case of a natural person, 12 penalty units In the case of a body corporate, 60 penalty units
135	An offence against section 505(4) of the Act	In the case of a natural person, 12 penalty units In the case of a body corporate, 60 penalty units
136	An offence against section 505B of the Act	5 penalty units

## Endnotes

### 1 General information

See [www.legislation.vic.gov.au](http://www.legislation.vic.gov.au) for Victorian Bills, Acts and current authorised versions of legislation and up-to-date legislative information.

The Residential Tenancies Regulations 2021, S.R. No. 3/2021 were made on 27 January 2021 by the Governor in Council under section 511 of the **Residential Tenancies Act 1997**, No. 109/1997 and came into operation on 29 March 2021: regulation 3.

The Residential Tenancies Regulations 2021 will sunset 10 years after the day of making on 27 January 2031 (see section 5 of the **Subordinate Legislation Act 1994**).

#### INTERPRETATION OF LEGISLATION ACT 1984 (ILA)

##### Style changes

Section 54A of the ILA authorises the making of the style changes set out in Schedule 1 to that Act.

##### References to ILA s. 39B

Sidenotes which cite ILA s. 39B refer to section 39B of the ILA which provides that where an undivided regulation, rule or clause of a Schedule is amended by the insertion of one or more subregulations, subrules or subclauses the original regulation, rule or clause becomes subregulation, subrule or subclause (1) and is amended by the insertion of the expression "(1)" at the beginning of the original regulation, rule or clause.

##### Interpretation

As from 1 January 2001, amendments to section 36 of the ILA have the following effects:

- **Headings**

All headings included in a Statutory Rule which is made on or after 1 January 2001 form part of that Statutory Rule. Any heading inserted in a Statutory Rule which was made before 1 January 2001, by a Statutory Rule made on or after 1 January 2001, forms part of that Statutory Rule. This includes headings to Parts, Divisions or Subdivisions in a Schedule; Orders; Parts into which an Order is divided; clauses; regulations; rules; items; tables; columns; examples; diagrams; notes or forms. See section 36(1A)(2A)(2B).

- **Examples, diagrams or notes**

All examples, diagrams or notes included in a Statutory Rule which is made on or after 1 January 2001 form part of that Statutory Rule. Any examples, diagrams or notes inserted in a Statutory Rule which was made before

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1 January 2001, by a Statutory Rule made on or after 1 January 2001, form part of that Statutory Rule. See section 36(3A).

- **Punctuation**

All punctuation included in a Statutory Rule which is made on or after 1 January 2001 forms part of that Statutory Rule. Any punctuation inserted in a Statutory Rule which was made before 1 January 2001, by a Statutory Rule made on or after 1 January 2001, forms part of that Statutory Rule. See section 36(3B).

- **Provision numbers**

All provision numbers included in a Statutory Rule form part of that Statutory Rule, whether inserted in the Statutory Rule before, on or after 1 January 2001. Provision numbers include regulation numbers, rule numbers, subregulation numbers, subrule numbers, paragraphs and subparagraphs. See section 36(3C).

- **Location of "legislative items"**

A "legislative item" is a penalty, an example or a note. As from 13 October 2004, a legislative item relating to a provision of a Statutory Rule is taken to be at the foot of that provision even if it is preceded or followed by another legislative item that relates to that provision. For example, if a penalty at the foot of a provision is followed by a note, both of these legislative items will be regarded as being at the foot of that provision. See section 36B.

- **Other material**

Any explanatory memorandum, table of provisions, endnotes, index and other material printed after the Endnotes does not form part of a Statutory Rule. See section 36(3)(3D)(3E).

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**2 Table of Amendments**

This publication incorporates amendments made to the Residential Tenancies Regulations 2021 by statutory rules, subordinate instruments and Acts.

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Residential Tenancies Amendment Regulations 2021, S.R. No. 21/2021

*Date of Making:* 23.3.21

*Date of Commencement:* 29.3.21: reg. 3

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### **3 Amendments Not in Operation**

This version does not contain amendments that are not yet in operation.

#### 4 Explanatory details

<sup>1</sup> Reg. 4: S.R. No. 14/2019 as amended by S.R. No. 45/2019.

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##### Penalty Units

These Regulations provide for penalties by reference to penalty units within the meaning of section 110 of the **Sentencing Act 1991**. The amount of the penalty is to be calculated, in accordance with section 7 of the **Monetary Units Act 2004**, by multiplying the number of penalty units applicable by the value of a penalty unit.

The value of a penalty unit for the financial year commencing 1 July 2020 is \$165.22.

The amount of the calculated penalty may be rounded to the nearest dollar.

The value of a penalty unit for future financial years is to be fixed by the Treasurer under section 5 of the **Monetary Units Act 2004**. The value of a penalty unit for a financial year must be published in the Government Gazette and a Victorian newspaper before 1 June in the preceding financial year.

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##### Table of Applied, Adopted or Incorporated Matter

The following table of applied, adopted or incorporated matter was included in S.R. No. 3/2021 in accordance with the requirements of regulation 5 of the Subordinate Legislation Regulations 2014.

In this table—

**BCA Volume One** means Volume One of the National Construction Code Series including any variations or additions in the Victoria Appendix set out in Schedule 1 to that Volume; and

**BCA Volume Two** means Volume Two of the National Construction Code Series including any variations or additions in the Victoria Appendix set out in Schedule 1 to that Volume.



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<b>Statutory rule provision</b>	<b>Title of applied, adopted or incorporated document</b>	<b>Matter in applied, adopted or incorporated document</b>
Regulation 5 definition of <i>electrical safety check</i>	Australian/New Zealand Standard AS/NZS 3019, "Electrical installations—Periodic verification", as published by Standards Australia and Standards New Zealand on 5 November 2007.	Section 4
Regulation 5 definition of <i>gas safety check</i>	Australian/New Zealand Standard AS/NZS 5601.1, "Gas Installations", as published by Standards Australia and Standards New Zealand on 16 September 2013.	The whole
Regulation 5 definition of <i>gas safety check</i>	Australian Standard AS4574 "Gas appliances—Servicing of Type A appliances", as published by Standards Australia on 9 August 2019.	Appendix F
Regulation 5 definition of <i>water efficient shower head</i>	Australian/New Zealand Standard AS/NZS 6400, "Water efficient products—Rating and labelling", as published by Standards Australia and Standards New Zealand on 6 April 2016.	The whole
Regulation 23(1)(b)	Australian/New Zealand Standard AS/NZS 3823.2:2013, "Performance of electrical appliances—Air conditioners and heat pumps Part 2: Energy labelling and minimum energy performance standards (MEPS) requirements", as published by Standards Australia and Standards New Zealand on 23 May 2013.	The whole

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<b>Statutory rule provision</b>	<b>Title of applied, adopted or incorporated document</b>	<b>Matter in applied, adopted or incorporated document</b>
Regulation 23(1)(b)	Australian/New Zealand Standard 3823.1.1, "Performance of electrical appliances—Airconditioners and heat pumps Part 1.1: Non-ducted airconditioners and heat pumps—Testing and rating for performance", as published by Standards Australia and Standards New Zealand on 23 May 2013.	The whole
Regulation 23(1)(c)	Greenhouse and Energy Minimum Standards (Dishwashers) Determination 2015 made under sections 23 and 35 of the Greenhouse and Energy Minimum Standards Act 2012 of the Commonwealth on 30 October 2015.	The whole
Regulation 23(1)(d)(i)	Australian/New Zealand Standard AS/NZS 5263.1.3:2016, "Gas appliances Part 1.3: Gas space heating appliances", as published by Standards Australia and Standards New Zealand on 8 March 2016.	The whole
Regulation 30(2)(a)(v)	Australian/New Zealand Standard AS/NZS 3019, "Electrical installations—Periodic verification", as published by Standards Australia and Standards New Zealand on 5 November 2007.	Section 2

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<b>Statutory rule provision</b>	<b>Title of applied, adopted or incorporated document</b>	<b>Matter in applied, adopted or incorporated document</b>
Regulation 90	NAT 1729-06 "Rental properties 2020", as published by the Australian Taxation Office in June 2020.	The whole
Schedule 4 Cl 9(a)	Australian/New Zealand Standard AS/NZS 3000:2018, "Electrical installations (known as the Australian/New Zealand Wiring Rules)", as published by Standards Australia and Standards New Zealand on 26 June 2018.	The whole
Schedule 4 Cl 9(b)(i)	Australian/New Zealand Standard AS/NZS 3190:2016, "Approval and test specification—Residual current devices (current operated earth-leakage devices)", as published by Standards Australia and Standards New Zealand on 10 May 2016.	The whole
Schedule 4 Cl 9(b)(ii)	Australian/New Zealand Standard AS/NZS 61008:2015, "Residual current operated circuit-breakers without integral overcurrent protection for household and similar uses (RCBOs) Part 1: General rules", as published by Standards Australia and Standards New Zealand on 23 March 2015.	The whole

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<b>Statutory rule provision</b>	<b>Title of applied, adopted or incorporated document</b>	<b>Matter in applied, adopted or incorporated document</b>
Schedule 4 Cl 9(b)(iii)	Australian/New Zealand Standard 61009.1:2015 (incorporating Amendment No. 1), "Residual current operated circuit-breakers with integral overcurrent protection for household and similar uses (RCBOs) Part 1: General rules", as published by Standards Australia and Standards New Zealand on 23 March 2015.	The whole
Schedule 4 Cl 13(1)	BCA Volume Two.	Performance Requirement P2.4.5 and Acceptable Construction Practice Part 3.8.5 Ventilation
Schedule 4 Cl 13(2)	BCA Volume One.	Performance Requirements FP4.3, FP4.4 and FP4.5 and Deemed-to-Satisfy Provisions requirements F4.5, F4.6 and F4.7.

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**Table of Applied, Adopted or Incorporated Matter**

The following table of applied, adopted or incorporated matter was included in S.R. No. 21/2021 in accordance with the requirements of regulation 5 of the Subordinate Legislation Regulations 2014.

<b>Statutory rule provision</b>	<b>Title of applied, adopted or incorporated document</b>	<b>Matter in applied, adopted or incorporated document</b>
Regulation 7 which amends regulation 23(1)(b) of the Residential Tenancies Regulations 2021	Australian/New Zealand Standard AS/NZS 3823.1.1:2012, "Performance of electrical appliances—Airconditioners and heat pumps Part 1.1: Non-ducted airconditioners and heat pumps—Testing and rating for performance", as published by Standards Australia and Standards New Zealand on 11 May 2012	The whole
Regulation 7 which amends regulation 23(1)(b) of the Residential Tenancies Regulations 2021	Australian/New Zealand Standard AS/NZS 3823.2:2013, "Performance of electrical appliances—Air conditioners and heat pumps Part 2: Energy labelling and minimum energy performance standards (MEPS) requirements", as published by Standards Australia and Standards New Zealand on 23 May 2013	The whole

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<b>Statutory rule provision</b>	<b>Title of applied, adopted or incorporated document</b>	<b>Matter in applied, adopted or incorporated document</b>
Regulation 7 which amends regulation 23(1)(b) of the Residential Tenancies Regulations 2021	Australian/New Zealand Standard AS/NZS 3823.4.2:2014, "Performance of electrical appliances—Air conditioners and heat pumps Part 4.2: Air-cooled air conditioners and air-to-air heat pumps—Testing and calculating methods for seasonal performance factors—Heating seasonal performance factor", as published by Standards Australia and Standards New Zealand on 1 October 2014	The whole