Rights and duties of a rooming house resident

Residential Tenancies Act 1997 Section 124

The rooming house operator must display this statement in each room. They must also give the resident copies of the Rooming House Residents Guide and the house rules (if applicable). For further information, visit the renting section – Consumer Affairs Victoria website at consumer.vic.gov.au/renting or call Consumer Affairs Victoria Helpline on **1300 55 81 81**

A resident has a right to:	A resident has a duty to:
• live in a rooming house that meets the required standards for rooms, services and facilities. For further information, read the rooming house minimum standards at Rooming house - minimum standards - Consumer Affairs Victoria	• pay a bond, as required by the operator. For residents on a fixed term agreement, the bond should be equal to or less than 28 days' rent. For other residents, it should be equal to or less than 14 days' rent
• written notice at the start of the residency confirming whether they will be sharing a room. The operator can only increase the capacity of a room with the resident's consent	• keep the room reasonably clean
• have their rent reduced if they agree to have more people in their room	• not use, or let anyone else use, the room for an illegal purpose
• the rooming house operator's or agent's contact details, including their name, address and emergency phone number	• follow house rules
• receive two copies of a condition report for the room they are renting (or one copy if sent via email). The report must show the state of repair and general condition of the room before the resident moves in	• not install fixtures without the operator's prior written permission
• not have the rent increased more than once in a 12-month period. The operator must give the resident a valid 90-day notice of any rent increase	• not interfere, or let a visitor interfere, with other residents' privacy, peace and quiet
• not pay more than 14 days' rent in advance. They must also be offered a fee-free payment option and payment by Centrepay	• pay their rent on time and in the agreed way
• get a receipt for each rent payment	• not keep pets without the operator's permission
• not to have their goods taken by the operator if they owe rent	• give the operator a key to their room if they change the locks
• privacy, quiet and peaceful enjoyment of the rooming house	• allow access to their room in certain situations: – If there is an emergency, the rooming house operator may access the room immediately. – If the operator wants to carry out their duties or believes that the resident has not followed their duties, they may access the room after giving 24 hours' written notice. – If the operator wants to show the room to a potential resident, buyer or lender, they may access the room after giving the resident 24 hours' notice. – If the operator wants to inspect the room, they must give the resident 48 hours' notice. There can only be one inspection in a 4-week period
• 24-hour access to their room, toilet and bathroom	• tell the operator about damage to or breakdown of facilities, fixtures, furniture or equipment provided by the operator
• reasonable access to other facilities, including all common areas	• notify the rooming house operator of damage that they or their visitors cause and pay for the damage to be fixed. Damage does not include fair wear and tear
• have their room and the rooming house, any common area, and any facility, fixture, furniture or equipment provided by the operator be kept in good repair by the operator	• give at least 2 days' notice to the operator that they intend to vacate, or 14 days' if they have a fixed-term rooming house agreement
• live in their room, until their residency is properly ended and they have vacated the premises	• follow all Victorian Civil and Administrative Tribunal (VCAT) orders
• not be charged for electricity, gas and water unless the room is separately metered. Some community housing residents may be required to pay a service charge	• not interfere with the operation of a safety device such as a smoke detector, without reasonable excuse