

# Tenant Information Guide

*The information in this guide is a summary of the Residential Tenancies Act 1995. It has been prepared by Consumer and Business Services and gives general guidance only. It does not constitute legal advice and is not a substitute for the Residential Tenancies Act 1995.*

## Introduction

The *Residential Tenancies Act 1995* requires that a landlord or agent **must give the tenant this information guide** at the time that an agreement is entered into. That agreement must require the tenant to acknowledge receipt of this guide.

This guide sets out the **general rights and obligations of landlords and tenants** in respect of residential tenancy agreements entered into in South Australia.

It is inclusive of changes made to the *Residential Tenancies Act 1995* that **commenced as of 1 July 2024**. Tenancy information and forms can also be found at [sa.gov.au/housing/private-rentals](https://sa.gov.au/housing/private-rentals).



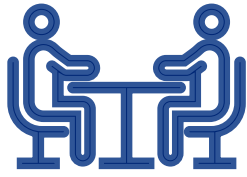
A residential tenancy agreement (sometimes called a lease) is formed when a person (landlord/agent) gives another person (tenant), the right to occupy premises in return for payment. Boarders, lodgers and rooming house residents may be treated differently.

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# The landlord/tenant relationship



Landlords and tenants both have rights and obligations when a residential tenancy agreement is entered into. Some of these rights and obligations cannot be changed, even if there is a mutual agreement made between the parties.

This guide outlines the central rights and obligations of both parties. For full details on rights and responsibilities please refer to the *Residential Tenancies Act 1995* (the Act).

A number of penalties and expiation fees increased significantly since changes came into force on 1 March 2024. Please make yourself familiar with your obligations, rights and responsibilities, as you may be penalised for breaching your obligations.

If you have a query about your rights and obligations, contact Consumer and Business Services (CBS) on 131 882, or visit the Customer Service Centre at 4-6 Chesser Street, Adelaide.

Under a residential tenancy agreement, the landlord/tenant relationship begins when a landlord agrees to rent residential premises to a tenant. "Premises" includes the land and buildings contained on it. A residential tenancy agreement might include a right to occupy a building (such as a studio or 'granny flat') located near the primary residence.

However, a landlord and tenant may agree at the beginning of the tenancy to exclude certain parts of the premises as being for the landlord's use only.

A residential tenancy agreement can be written, verbal or even implied. It does not need to be in writing to be binding.

If parties wish to enter into a written residential tenancy agreement, examples of standard agreements or a copy of a standard lease agreement is available for free from the CBS Customer Service Centre, or at [sa.gov.au/tenancy/privaterentalforms](https://sa.gov.au/tenancy/privaterentalforms).

The landlord is obliged to provide the tenant with a copy of this written information guide.

The landlord must pay any cost associated with the preparation of a written residential tenancy agreement. There is to be no cost to the tenant.

## The landlord is obliged to:

- not invite offers for rent higher than the fixed amount in the residential tenancy agreement
- if you intend on selling the rental premises within 3 months of entering into a new residential tenancy agreement, include this fact in any advertising materials
- inform prospective tenants of any intention to sell the property and not induce a tenant into a residential tenancy agreement by concealing the fact that you intend on selling the premises within 3 months after the agreement is to be entered into
- not require prohibited information (as prescribed in the Residential Tenancies Regulations 2010) to be provided by prospective tenants or by another person

- provide the successful tenant with a written notice setting out the agent/landlord contact details (including the landlord's full name and postal or email address)
- provide existing tenants with at least 14 days' notice if the property is to be sold
- provide the tenant with a copy of the residential tenancy agreement if the landlord has required the tenant to sign a written agreement
- complete and provide a signed inspection sheet and a copy of this information guide to each tenant at the commencement of the tenancy
- provide manuals, or written, or oral instructions for the operation of domestic appliances e.g., an air conditioner. Domestic appliances requiring instructions must also be listed in the tenancy agreement
- allow the tenant to pay rent by at least one means that is electronic and does not involve the collection of rent by a third party charging a fee for the collection service or any other fees for the payment of rent
- provide the tenant with the prescribed information if electricity is supplied to the premises via a connection point that is part of an embedded network
- provide the premises in a clean and reasonable state, and ensure they comply with the minimum housing standards under the *Housing Improvement Act 2016*
- keep proper rent records and give proper receipts for any money received from the tenant. If the tenant pays rent into an account that is kept by the landlord or agent at a financial institution and the landlord or agent keeps a written record containing the information normally required on a receipt, a receipt does not have to be given to the tenant
- pay rates and charges for the supply of water, electricity and gas as agreed between the landlord and the tenant. In the absence of an agreement, separately metered services' rates and charges for the supply of water, electricity and gas are to be borne by the tenant, based on the level of consumption. If rates and charges are not based on consumption, they are to be borne by the landlord. The landlord is obliged to pay rates and charges if they fail to provide a copy of the invoice within 30 days of being issued the invoice by the supplier.
- pay for excessive water usage charges and fault diagnosis charges caused by a fault in water infrastructure, equipment or appliances, fixtures or fittings if they were notified by a tenant of the excessive usage charges as soon as practicable, and the fault wasn't caused by the tenant (unless it involves SA Water property)
- pay an amount in relation to the costs and charges for the installation of a solar energy system for the premises, as agreed with the tenant
- pay council rates, land tax charges, sewerage charges and any levies
- maintain and repair the premises (having regard to their age, character and prospective life), including carrying out urgent repairs to ensure the premises comply with the minimum housing standards
- ensure any appliances, fittings or fixtures installed or replaced comply with the minimum energy and water efficiency standards as prescribed in the Residential Tenancies Regulations 2010
- provide notice to the tenant that the premises will be tested for contamination if the landlord becomes aware that drug related conduct (manufacture, smoking, consumption or administration of a controlled drug, other than conduct constituting a simple cannabis offence under the Controlled Substances Act 1984) has occurred on the premises
- ensure drug contamination is remediated as soon as is reasonably practicable if testing shows drug contamination, such that the premises comply with the minimum housing standards

- allow the tenant peace, comfort and privacy
- not unreasonably withhold consent to alterations or additions to the premises that are minor or are necessary for a tenant with a disability or with mobility access needs (that do not significantly affect the structure of the premises)
- provide and maintain locks to ensure the premises are reasonably secure
- provide reasons for termination
- not let the premises to another person before the end of 6 months after terminating a tenancy on the grounds of obtaining possession of the premises for their own or family member's occupation, requiring the premises for demolition, repairs or renovations, or have entered into a contract for the sale of the premises.

### **The tenant is obliged to:**

- not provide the landlord with false information about the tenant's identity or place of occupation
- pay the rent on time. If the tenant receives a Centrelink payment, the landlord may agree for the rent to be paid using Centrepay. (For details on Centrepay contact your nearest Centrelink Office.) If rent is paid electronically, it will be taken to be paid on the date the money is received in the landlord's account
- keep the premises in a reasonable state of cleanliness
- pay rates and charges for the supply of water, electricity and gas as agreed between the landlord and the tenant. In the absence of an agreement:
  - separately metered services' rates and charges for the supply of water, electricity and gas are to be borne by the tenant, based on the level of consumption
  - if rates and charges are not based on consumption, they are to be borne by the landlord
  - sewerage charges and any levies are always the responsibility of the landlord
- pay an amount in relation to the costs and charges for the installation of a solar energy system for the premises, as agreed with the landlord
- not intentionally or negligently cause or allow damage to be caused to the premises
- notify the landlord of damage to the premises
- notify the landlord when repairs are needed or if excessive water usage charges are the result of a fault in water infrastructure, equipment or appliances, fixtures or fittings
- not use the premises, or allow them to be used, for any illegal purpose
- not cause or allow a nuisance or interference with the reasonable peace, comfort and privacy of anyone else living in the immediate vicinity of the premises
- not make alterations to the premises (including picture hooks, shelves and fences) without the landlord's consent
- pay for any alterations or additions made by the tenant and return the premises to its former state at the end of the tenancy
- only alter the locks or security device on the premises without the landlord's consent if a tenant has been excluded from the rental premises due to an intervention order, and the protected person is a co-tenant or has been living at the premises. Keys to the new lock or security device and certified copies of the relevant order must be given to the landlord/agent and other co-tenants (not including the co-tenant who is the subject of the relevant order) as soon as is practicable

- not keep a pet on the premises without the landlord's approval.

## Landlord's right of entry to rented premises

A landlord can enter rented premises:

- in an emergency
- at a time previously arranged with the tenant, but not more often than once every week to collect rent
- to inspect the premises not more than 4 times a year (unless the Tribunal orders otherwise) after giving 7 to 28 days' written notice specifying the date, purpose of entry and an entry period of up to 2 hours
- to carry out garden maintenance at the request of the tenant, or at a time previously arranged with the tenant no more than 7 days before the day of entry, or after giving 7 to 14 days' written notice
- to carry out necessary repairs (other than in an emergency) or maintenance (other than garden maintenance) at the request of the tenant or after giving at least 48 hours' notice
- to show the premises to prospective tenants at the request of the tenant, or after giving reasonable notice to the tenant during the last 28 days of a tenancy
- at a time agreed by the tenant within normal hours, or as ordered by the Tribunal (if the Tribunal is satisfied that the tenant is unreasonably withholding their agreement), to show the premises to prospective purchasers no more than twice weekly (however 7 days' notice must be given if photographs or video recordings are to be produced during the visit and a tenant's written consent must be provided prior to any of their personal possessions being recorded)
- to determine whether a breach has been remedied after the landlord has given the tenant notice of a breach of the residential tenancy agreement. No less than 7 and no more than 14 days' written notice on a required form must be given
- if it is believed on a reasonable ground that the tenant has abandoned the premises
- for some other genuine purpose after giving 7 to 14 days' written notice specifying the date, time and purpose of entry, or with the consent of the tenant.

All entries by the landlord, or organised by the landlord, must take place between normal hours, unless agreed.

That is, 8am to 8pm on any day other than a Sunday or public holiday.

## At the beginning of a tenancy

A landlord has the right to choose a suitable tenant. However, a person must not receive a payment from a prospective tenant to aid in their assessment or in their rating for suitability as a tenant. There are categories of information that landlords (excluding NRAS and NDIS landlords, registered community housing providers and registered charities) **must not request** from prospective tenants, or another person, as prescribed in the Residential Tenancies Regulations 2010. This includes:

- if the prospective tenant has taken legal action or been a party to a residential tenancy dispute
- if the prospective tenant has previously received a termination notice for breaching a tenancy agreement
- if the prospective tenant intends on applying for a bond guarantee



- the prospective tenant's bond history
- if the prospective tenant has lived in South Australia Housing Trust housing
- bank/financial statements of the prospective tenant unless the outgoing transactions and bank account number are redacted/omitted
- financial information relating to bankruptcy or any other financial information unless directly relating to the prospective tenant's financial capacity (i.e., not based on expenditure records)
- employment information other than a payslip or document confirming employment
- information relating to a prospective tenant's attribute or circumstance that would amount to unlawful discrimination of a kind referred to in the *Equal Opportunity Act 1984*
- the prospective tenant's medical records
- social media information relating to the prospective tenant
- the prospective tenant's vehicle's registration number
- the prospective tenant's pet's microchip number
- the level of education of the prospective tenant and the reason for their rental application.

A prospective tenant cannot be required to provide:

- more than 2 documents identifying their identity; or
- more than 2 documents relating to their ability to pay rent; or
- more than 2 documents relating to their suitability to enter into the residential tenancy agreement.

Under the Act, it is illegal to discriminate against tenants with children. This does not apply if the landlord or agent lives in the premises the tenancy relates to.

Other laws against discrimination also exist under the *Equal Opportunity Act 1984*. For information about discrimination laws visit the Equal Opportunity Commission's website at [www.equalopportunity.sa.gov.au](http://www.equalopportunity.sa.gov.au).

## Tenant information



A person who holds tenant or prospective tenant personal information must take reasonable steps to protect the information from misuse, loss and from unauthorised access and disclosure. Information received about prospective tenants must be destroyed within 30 days of the successful tenant entering into a tenancy or, if the prospective tenant consents, within 6 months. **A tenant's personal information must be destroyed within 3 years after the tenancy has ended.**

## Residential tenancy databases

A Residential Tenancy Database (RTD) is a commercial database containing information about tenancies, to be used by landlords when deciding whether to enter into a residential tenancy agreement with a person, not a database kept by an entity (such as a government department) for use of its officers, employees or agents.



A landlord or agent must tell a prospective tenant if they intend to use the services of a RTD to decide whether a residential tenancy agreement should be entered into. They must also tell the prospective tenant if they find that an RTD contains information about them and how the tenant can have the information amended or



removed. A landlord (or agent or database operator) must not charge a tenant a fee for giving personal information relating to them.

A landlord or agent must not list information on an RTD unless the tenant is given at least 14 days to review this information. A listing must be removed after 3 years.

## Types of lease agreements

There are two types of residential tenancy agreements:



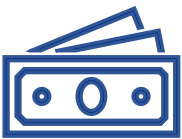
1. Periodic - an agreement (written, verbal or implied) for an indefinite period until it is lawfully terminated
2. Fixed term - a specific start date and end date agreed upon at the beginning of the tenancy (e.g., 6 or 12 months).

The landlord and tenant's rights and obligations under both types of agreements are exactly the same. There are differences, however, in the conditions of termination.

A landlord must keep a copy of a written residential tenancy agreement and any variation of the agreement (in paper or electronic form) for 2 years after the tenancy has ended.

## Bonds

For rental properties where the rent payable is \$800 per week and under, the landlord cannot ask for a bond that is more than 4 weeks' rent.



For rent over \$800 per week, a landlord cannot ask for a bond that is more than 6 weeks' rent.

**Money received as a bond must be receipted within 48 hours.** The receipt must show the date, the person's name, the amount and address of the premises for which the bond has been paid. All bonds (including any part payments) must be lodged with

CBS within two weeks (or in the case of registered land agents, four weeks) of receipt.

The bond may be lodged directly online through CBS' Residential Bonds Online (RBO) system following the advice about lodging a bond at [sa.gov.au/residentialbonds](https://sa.gov.au/residentialbonds). Alternative lodgement options are also listed, along with information about managing a bond. If a bond is lodged directly by tenants, CBS will notify the landlord or agent of the receipt of the bond and information about the amount received, the date it was received, the name of the tenant and the address of the rental premises.

A bond may be increased if at least 2 years have passed since the bond was paid or last increased. Where a bond is increased, the increase must be lodged with CBS within the required timeframe.

SA Housing Authority issue bond guarantees to approved tenants; this guarantee is used in the same way as a cash bond and provides the same security for landlords. Bond guarantees do not become valid until they have been lodged with CBS and have received a lodgement number.

SA Housing Authority will cancel a bond guarantee if it is not lodged with CBS by the 'lodge by' date shown on the front of the form. Whether or not a bond is paid, the Act applies to all residential tenancy agreements in South Australia.

## Inspection sheets

At the beginning of the tenancy the landlord is required to provide each tenant with a signed inspection sheet, which must include comprehensive details of fixtures, furniture and other contents in the premises and their condition at the commencement of the tenancy.



After the inspection sheet has been completed and signed by the tenant, the tenant must be given a copy. The inspection sheet may be adapted to suit particular premises.

Care should be taken when completing these forms, as they may be called upon in the event of a dispute or for repayment of the bond at the end of the tenancy.

**Inspection sheets should be kept throughout the tenancy. Care should be taken so that they are not lost or destroyed.**

## Rent

### Rent in advance

Besides paying a bond at the beginning of the tenancy, a tenant can be required to pay the first 2 weeks rent. If 2 weeks' rent is paid at the start of the tenancy, no rent is due until those 2 weeks have passed. Besides a bond and 2 weeks' rent, the landlord cannot ask for any other money at the start of the tenancy.

### Rent increases

The landlord may increase the rent under the following circumstances:

#### Where there is a fixed term agreement

- the rent cannot be increased during the term, unless the agreement includes a condition that specifically provides for an increase in rent and indicates how any rent increase will be calculated (e.g., in accordance with CPI)
- if the agreement provides for an increase, the rent can be increased after giving at least 60 days' written notice, specifying the amount of the increase and the date on which the increase is to commence
- however, the date fixed for an increase must be at least 12 months after the commencement of the agreement or, at least 12 months since the last increase in rent (even if the increase is agreed between the landlord and tenant).

#### Where there is a periodic agreement

- the rent can be increased after giving at least 60 days' written notice, specifying the amount of the increase and the date on which the increase is to commence
- however, the date fixed for an increase must be at least 12 months after the commencement of the agreement or, at least 12 months since the last increase in rent (even if the increase is agreed between the landlord and tenant).

Where specific rent increases are set out in the agreement and the dates on which the increases will occur are clearly defined, 60 days written notice is not required.

## Excessive rent increases

An application may be made to the South Australian Civil and Administrative Tribunal (SACAT) if the tenant believes the rent payable is excessive. If the application is made due to an increase in the rent amount, the application must be made within 90 days after the notice of increased rent is given to the tenant. SACAT may take into account relevant matters, including:

- the level of rents for comparable premises in similar localities
- the estimated capital value of the premises
- any outgoings or services that landlords or tenants are liable for under the residential tenancy agreement
- the state of repair and condition of the premises
- whether the tenant was put under undue pressure to agree to the increase
- whether the rent increase was disproportionate considering the amount payable.

## Renting with pets

Tenants applying to keep a pet in a rental premises can no longer have their application refused unless the refusal is based on a ground listed in the *Residential Tenancies Act 1995* (the Act).

A landlord can no longer simply state 'no pets allowed' and can't charge a separate pet bond.

But a landlord can impose reasonable conditions having regard to the type of pet and nature of the premises.

### Tenants wanting to keep a pet on a rental premises

During, or when applying for, a residential tenancy, a tenant can seek approval to keep a pet at the rental premises by completing an Application for approval to keep a pet on rental premises form and sending it to the landlord. The tenant may like to include the pet's details as suggested in our Applying to rent with pets resume example.

A tenant must seek written approval from the landlord to keep a pet. It is a potential ground for termination if a pet, other than an exempt pet, is kept at the rental premises without the landlord's approval.

Keep in mind that local council laws may limit the number or types of animals that can be kept at the premises.

**Also, it's important to note, strata or community title premises, rooming houses and residential parks are governed by their own by-laws or rules which occupants will be required to follow.**

### Tenant obligations

If granted approval to keep a pet on a rental premises the tenant will be:

- responsible for any nuisance or interference with the reasonable peace, comfort or privacy of others who reside in the immediate vicinity
- responsible for keeping the premises and ancillary property (meaning associated property provided by the landlord) in a reasonable state of cleanliness and must replace or compensate

the landlord for the reasonable cost of replacing any associated property lost or destroyed while in the care of a tenant

- required to notify the landlord of damage to the premises or associated property
- required to give the premises and associated property back to the landlord in reasonable condition at the end of the tenancy
- liable for compensation to the landlord if they reasonably incur costs and expenses as a direct consequence of a tenant being at fault in connection with the residential tenancy agreement.

A landlord can, by giving written notice to the tenant, impose, revoke or vary a condition of approval at any time.

## Landlords receiving an application from a tenant

A tenant's application to keep a pet will be submitted to the landlord/agent using the Application for approval to keep a pet on rental premises form, stating the type and details of the pet they are applying to keep in the rental premises for the landlord's consideration. **The landlord must respond in writing to the request within 14 days of receiving it.**

A Notice of response to pet application form contains a response section to assist landlords structure a compliant response.

The response must include these key pieces of information:

- whether the landlord approves or refuses the tenant's application
- if there are conditions for approval, clearly stated reasonable conditions
- if refusing the application, the grounds for refusal and the reasons that the grounds for refusal apply to the application.

Important: If the landlord doesn't respond to the request in writing within 14 days, or if the response doesn't comply with legal requirements (providing approved reasons for the refusal or reasons for the conditions of approval) the tenant's request will be taken as approved.

## Reasonable conditions of approval

A landlord can provide unconditional approval. Alternatively, the landlord can impose reasonable conditions based on the type of pet and nature of the premises which include requiring:

- the pet to be kept outside of the rental premises, if the pet is not a type of pet ordinarily kept inside
- the pet to be effectively restrained while a landlord or agent is entering or is at the premises
- carpets to be cleaned to a professional standard at the end of the tenancy if the pet is allowed inside the premises.

## Unreasonable conditions of approval

Conditional approval should relate only to the tenant keeping the pet on the premises and their suitability for the environment they will be kept in.

Conditions that contravene other rights and responsibilities or constitute an offence as outlined in the Act aren't permitted. A landlord can't ask the tenant to:

- agree to buy goods or services from the landlord, a specific person or business
- pay the landlord an incentive

- pay penalties or a pre-agreed amount for damages
- pay a higher rent or rental bond
- provide any form of security.

## **If landlord refuses an application and provides a reason**

Under the Act, a landlord can only refuse a tenant's request to keep a pet at the rental premises based on any of the following grounds:

- Keeping the pet would exceed a reasonable number of animals being kept on the premises.
- The premises are unsuitable for keeping the pet because of a lack of appropriate fencing, open space or another item necessary to humanely accommodate the pet.
- Keeping the pet would pose an unacceptable risk to the health or safety of a person, including, for example, because the pet is venomous.
- Keeping the pet would contravene a law, a by-law (that is by local council) or rule applying to the premises.
- The tenant has not agreed to the reasonable conditions proposed by the landlord for approval to keep the pet.
- The animal stated in the request is not a pet.
- If the premises is a moveable dwelling, and keeping the pet would contravene a condition of a licence applying to the premises.

## **Minor alterations and minimum standards**

The tenant can ask the landlord or agent for permission to make minor alterations or safety modifications to the premises as long as they don't significantly affect its structure.

A landlord/agent can't unreasonably withhold consent to alterations or additions to the premises that relate to:

- minor alterations or additions
- reasonable changes necessary for disability assistance
- reasonable changes necessary for mobility or access needs relating to age.

Requests to the landlord/agent should detail:

- the nature of the alterations and modifications
- information on how the property can be restored back to its former state at the end of the tenancy.

The landlord's/agent's consent must be given in writing.

## **When can a landlord/agent refuse the consent for alterations?**

A landlord/agent may refuse consent if:

- a valid notice of termination has been given to the tenant (for the imminent change of possession, use or ownership of the premises)
- the alteration or addition would:
  - significantly change the premises
  - require modifications to other premises or a part of the premises that the tenant uses in common with the landlord/agent or another tenant

- result in non-compliance with another Act or law
- require work needed to restore the premises to its prior condition which is not reasonably practicable.

## Who pays for the alterations?

Unless otherwise agreed between the landlord/agent and the tenant:

- the tenant must pay for any alteration or addition to the premises they have made
- at the end of the tenancy, the tenant must return the premises to its former state at their cost.

If a tenant causes damage to the premises by making an alteration or addition to the premises, or by removing a fixture, the tenant must notify the landlord/agent.

The landlord/agent can decide if the tenant should repair the damage or compensate the landlord/agent for the reasonable cost of repairing the damage.

## Minimum housing standards

Rental premises must comply with minimum housing standards at the beginning of a tenancy. These standards are set under the *Housing Improvement Act 2016* and the Housing Improvement Regulations 2017.

If they don't, the tenant can request the landlord/agent undertake urgent repairs to meet the standards.

During occupation, a tenant may also serve a notice of termination if the premises:

- doesn't comply with the minimum housing standards
- is destroyed totally or to an extent it's unsafe.

## Repairs and maintenance

The tenant must not cause damage to the premises. If damage does occur, the landlord should be notified as soon as possible. If a tenant intentionally or carelessly causes (or allows damage to be caused) to the premises, it is the tenant's responsibility to repair the damage.

If damage or repairs are needed due to normal wear and tear, or in any way that is not the tenant's fault, the landlord should be notified immediately. The landlord is responsible to repair and maintain the premises under these circumstances. If the landlord has not attended to the repair, or if the tenant has not been able to contact the landlord, the tenant may have emergency repairs carried out by a licensed tradesperson. If this happens, the tenant must get a written report from the tradesperson.

# Utility charges and energy efficiency

A landlord or their agent can't pass on statutory charges connected with a property that are for sewerage, council rates and the Emergency Services Levy. A tenant's responsibility for costs for services vary by property.

## Water, gas and electricity charges

Rates and charges for water, gas and electricity are to be borne as agreed between the landlord and tenant. In the absence of an agreement, rates and charges based on the level of consumption are to

be borne by the tenant. However, if the consumption is not separately metered or the rates and charges are not based on the level of consumption, landlords are responsible for the statutory charges.

If a landlord/agent fails to provide a copy of the invoice for any usage charges incurred by the tenant within 30 days of the issue of the invoice, the tenant is not required to pay.

The landlord will be responsible for excessive water use charges caused by a fault in water infrastructure, equipment or other appliances, fittings or fixtures on or connected to the premises – as long as the tenant has notified the landlord/agent of the excessive usage charges and any fault they've become aware of as soon as practicable. This doesn't include faults caused by the action or omission of the tenant.

The landlord will not be responsible for costs associated with a fault that is the responsibility of SA Water.

## **Electricity embedded networks**

The landlord/agent must let tenants know if their electricity is being provided via an embedded network, including:

- information about the nature, benefits and potential consequences of participating in an embedded network generally
- the details of the retailer for the embedded network, including electricity tariffs that apply and the retailer's contact information, ABN and website address
- information about metering arrangements and potential costs of participating in the embedded network
- the cost apportionments per kilowatt hour for any bundled utilities arising from the embedded network.

## **Agreements relating to installation of solar energy systems**

The landlord and tenant may enter into an agreement under which the tenant is liable for an amount in relation to the costs and charges for the installation of:

- a solar photovoltaic system
- a solar hot water system
- a solar battery system
- any combination of the above
- any ancillary equipment required to the above.

## **Minimum efficiency standards**

The landlord must ensure appliances, fittings or fixtures installed or replaced comply with minimum energy and water efficiency standards.

The following fixtures must not have a flow rate that is higher than 9 litres per minute:

- shower heads
- cold water taps and single mixer taps for kitchen, laundry or bathroom sinks or hand basins.



Toilets must be dual flush and have a minimum 3-star rating in accordance with the WELS scheme as outlined in the *Water Efficiency Labelling Standards Act 2005* (Commonwealth).

Electrical appliances must have a minimum 3-star rating in accordance with the *Greenhouse and Energy Minimum Standards Act 2012* (Commonwealth) and electric or gas water heaters must also comply with that Act.

## Domestic abuse protections

There are options for tenants who experience abuse or domestic violence by a person who may be:

- living in the home
- is a regular visitor.

### Terminating a tenancy on ground of domestic abuse

If a tenant is experiencing domestic abuse, the tenancy may be terminated **directly, and immediately if required, with the landlord or agent** without needing to apply to the South Australian Civil and Administrative Tribunal (SACAT).

The tenant can submit **Form 15** - Notice of termination by tenant on grounds of domestic abuse, with the following as **supporting evidence**:

- a copy of an intervention order
- a signed report from an authorised professional setting out why they are of the opinion the tenant is experiencing domestic abuse.

#### Authorised professionals who can issue reports are:

- legal practitioners
- registered medical practitioners
- social workers
- people working for domestic and family violence support services or sexual abuse support services
- domestic and family violence case managers.

Any evidence provided by the tenant must be stored and disposed of securely by the landlord or agent.

The landlord or agent can only use, or disclose this evidence, without your consent to refer a matter to the police, a child protection agency, or if it is reasonably necessary for your protection.

Tenants can also give 7 days' notice to end a tenancy if they need to vacate to obtain temporary crisis accommodation. They will need to provide the name of the crisis accommodation provider. See **Form 14** - Termination by tenant where certain circumstances apply.

A tenant or co-tenant may still apply to SACAT to terminate a residential tenancy on the ground of domestic abuse under the existing provisions in the Act. SACAT must be satisfied that:

- an intervention order is in force for the protection of the applicant or applicant's domestic associate who regularly resides at the premises; or

- the person residing at the premises has committed domestic abuse against the applicant/applicant's domestic associate who regularly resides at the premises.

SACAT may also terminate a residential tenancy on application of the landlord if satisfied that:

- an intervention order is in force against a tenant for the protection of a person who regularly resides at the premises; or
- a tenant has committed domestic abuse against a person who regularly resides at the premises.

## Changing of locks

A tenant or a person protected by an intervention order experiencing domestic abuse may alter any lock or security device without the permission of their landlord/agent. They must provide required evidence of the abuse and provide a key to the landlord or landlord's agent.

If there is NO intervention order in place, landlord/agent consent is required to change the locks. If the tenant believes approval is being unreasonably withheld, they can apply to SACAT for a resolution.

## Other SACAT orders relating to domestic abuse

SACAT can also vary a tenancy in circumstances where domestic abuse has occurred.

- A person who is protected by an intervention order and normally lives at the rental premises, but is not listed on the tenancy agreement, can apply to SACAT for the tenancy agreement to be varied so that they can remain at the premises without the perpetrator.
- SACAT has greater authority to make decisions about whether a tenant who has experienced domestic abuse and was not responsible for damage caused by their co-tenant, should be liable to pay compensation to the landlord/agent for this damage.
- This means SACAT can refund a victim's portion of a rental bond and hold a co-tenant responsible for any damages they caused, even when the amount of compensation owed to the landlord/agent is greater than this tenant's portion of the bond.
- SACAT may make an order that a termination notice served on the tenant is invalid if the reason for termination was due to the act of a person who subjected the tenant or a domestic associate of the tenant to domestic abuse.

## How to apply to SACAT

If you are a tenant or a co-tenant you can apply to SACAT for an order to:

- terminate the tenancy
- allow you to stay in the property without the perpetrator
- leave the property and terminate your responsibility under the tenancy
- stop a landlord/agent from listing your details on a Residential Tenancy Database (tenant 'blacklist') for damage caused by the perpetrator
- determine how the bond will be refunded.

All applications to SACAT are completed online at [sacat.sa.gov.au](https://sacat.sa.gov.au). All the information you are required to provide will be contained in the online application form.

If you are unable to complete the form online, you can contact the tribunal for assistance on 1800 723 767. You can also visit SACAT's offices at Level 4 or 7, 100 Pirie Street Adelaide and use a computer at one of SACAT's public kiosks. An application fee normally applies but may be waived if you cannot pay due to your circumstances.

## Your safety at a hearing

SACAT always has at least one security guard present.

The guard's role is to ensure the safety of tribunal members and people attending. The guard may walk in and out of a hearing room at any time. The guard may be present in the room if there are security concerns for a particular hearing.

Where an intervention order is in place, SACAT will usually allocate two hearing rooms, with one person in each room connected by teleconference facilities. The tribunal member may move from one room to the other to take evidence from each person.

## Assistance at the hearing

You may have a family member or friend to assist you, or you may arrange for someone to advocate for you at the hearing (refer to the service providers listed below).

# Terminating tenancies

The required forms, which must be used when issuing a notice of termination, are available from CBS and at [sa.gov.au/tenancy/privaterentalforms](http://sa.gov.au/tenancy/privaterentalforms).

## Periodic tenancy

The tenant may give 21 days' written notice or a period equivalent to a single period of the tenancy, (whichever is the longer), to the landlord at any time.

For example, if the rent is paid weekly or fortnightly, the tenant is required to give 21 days' notice. If the rent is paid calendar monthly, the tenant would need to give a calendar months' notice.

The landlord may give 60 days' written notice of termination as follows:

- where the landlord requires possession of the premises for the landlord's own occupation, or occupation by the landlord's spouse, child or parent, or occupation by the spouse of the landlord's child or parent
- where the premises are required for demolition
- where the premises have been sold, to be given any date from the signing of the contract of sale
- where possession of the premises is required for repairs or renovations that cannot be carried out conveniently while the tenant remains in possession of the premises

A tenant may give up possession of the premises prior to the 60-day notice period if served with a termination notice on the above grounds and won't be liable to pay rent after giving 7 days' written notice.

The landlord may give 90 days' written notice of termination on one of the following grounds:

- the tenant or visitor gave rise to a serious risk to the life, health or safety of the landlord/agent or person residing nearby
- the tenant or other person residing at the premises threatened or intimidated the landlord/agent/contractor or employee of the landlord/agent
- the tenant kept a pet on the premises without authorisation
- the tenant induced the landlord to enter into the tenancy using a false, misleading or deceptive statement or by knowingly concealing a material fact regarding their identity or workplace

- the tenant no longer meets the landlord charity's eligibility requirements
- the tenant no longer meets the landlord National Rental Affordability Scheme approved participant's requirements
- the tenant is no longer a student of the relevant educational institution
- the tenant is no longer the landlord's employee.

A landlord may give a notice of termination where they are aware of a tenant or another person engaging in drug related conduct on the premises or ancillary property (when testing has confirmed contamination is a result of drug related conduct).

## **Fixed term tenancy**

Unless mutually agreed, neither the landlord nor the tenant can terminate a fixed term agreement before the end of the term without being held responsible for costs associated with finding a new tenant. For further information, contact CBS for advice.

The tenant may terminate a fixed term agreement at the end of the term after giving at least 28 days' written notice.

A landlord may terminate a fixed term agreement at the end of the term by giving at least 60 days' written notice on one of the following grounds of termination:

- the landlord requires possession of the premises for the landlord's own occupation, or occupation by the landlord's spouse, child or parent, or occupation by the spouse of the landlord's child or parent
- where the premises are required for demolition
- where possession of the premises is required for repairs or renovations that cannot be carried out conveniently while the tenant remains in possession of the premises
- where the premises has been sold and the new purchaser requires vacant possession
- the tenant or visitor intentionally or negligently caused serious damage to the premises to an area near the premises or to safety equipment on/near the premises
- the tenant or visitor gave rise to a serious risk to the life, health or safety of the landlord/agent or person residing nearby
- the tenant caused/permitted the premises to be unfit for human habitation, destroyed totally or to the extent that they are unsafe
- the tenant or other person residing at the premises threatened or intimidated the landlord/agent/contractor or employee of the landlord/agent
- the tenant has been given 2 breach notices and has breached the residential tenancy agreement in the same/substantially similar manner a third time
- the tenant has used/caused the premises to be used for an illegal purpose (including drug related conduct)
- the tenant failed to pay the bond
- the tenant kept a pet on the premises without authorisation
- the tenant induced the landlord to enter into the tenancy using a false, misleading or deceptive statement or by knowingly concealing a material fact regarding their identity or workplace
- the tenant no longer meets the landlord charity's eligibility requirements

- the tenant no longer meets the landlord National Rental Affordability Scheme approved participant's requirements
- the tenant is no longer a student of the relevant educational institution
- the tenant is no longer the landlord's employee.

If a notice of termination is not given by either party, the agreement will continue as a periodic tenancy.

At the end of a fixed term tenancy, if 60 days' notice is given to a tenant and the tenant has not vacated the premises, the landlord may apply to the South Australian Civil and Administrative Tribunal (SACAT) for an order for possession of the premises.

## **Termination for breach of agreement**

Both the landlord and the tenant can give a termination notice on the required form to the other for a breach of the conditions of the residential tenancy agreement. A tenant has 7 days from receiving notification to remedy the breach unless it is served on the ground of a failure to pay rent.

If the landlord has served a valid termination notice for breach of contract or rent arrears of more than 14 days and the breach or rent arrears is not rectified within 7 days, the tenancy may terminate when the notice expires. If vacant possession is not given by the requested date, the landlord may apply to SACAT for an order of possession. Only a SACAT bailiff can enforce an order for vacant possession.

If a party (the respondent) disputes the termination notice, they can apply to SACAT for an order stating that they are not in breach or that the breach has been fixed.

If a notice of termination is served for rent arrears on at least 2 occasions in a 12-month period, the landlord may make application to SACAT for vacant possession without first serving a third breach notice on the tenant.

## **Termination for frustrated agreement**

A landlord or tenant may terminate a residential tenancy agreement if the premises or a substantial portion of the premises are uninhabitable or are no longer able to be used for residential purposes or have been acquired by compulsory process.

The landlord must provide at least 60 days' notice to the tenant and the tenant may provide notice that the agreement will terminate immediately.

## **Termination by tenant if premises for sale**

The tenant can terminate a tenancy if within 2 months after the start of the agreement the landlord enters into a contract for the sale of the premises and the landlord did not advise the tenant of the intention to sell before the agreement was entered into.

## **Termination for undue hardship**

Under the Act, if continuing the tenancy would cause undue hardship to either the landlord or the tenant, an application can be lodged with SACAT for termination of the tenancy. Generally, 'undue hardship' does not include financial difficulties.

## Termination for requiring care

Under the Act, a tenant may terminate a tenancy if they require aged, palliative, or special care, if they have accepted South Australian Housing Trust or community housing accommodation, or if they require temporary crisis accommodation.

## Keeping tenant information

When you apply for a rental premises in South Australia you will be asked to provide personal details to complete your application.

This information is protected by law against misuse, interference, loss, unauthorised access, modification or disclosure. Some information you can't be asked for, as detailed on pages 7 and 8.

### Disclosure of personal details

A person who holds tenant information or prospective tenant information must not disclose the information except:

- with the consent of the person whose information it is
- as required or authorised by law, or a residential tenancy agreement to which the person who provided the information is a party
- in accordance with an order of a court or tribunal.

If tenant information that relates to you has been dealt with in a way that breaches the requirements, you may make an application to SACAT seeking compliance.

### Misleading information

Residential tenancy laws also prohibit any exchange of falsified information or documents between landlords/agents, tenants and those applying for a tenancy.

## Refund of bond

The bond money belongs to the tenant. It is important for the tenant to arrange for the bond to be refunded when the tenancy ends.

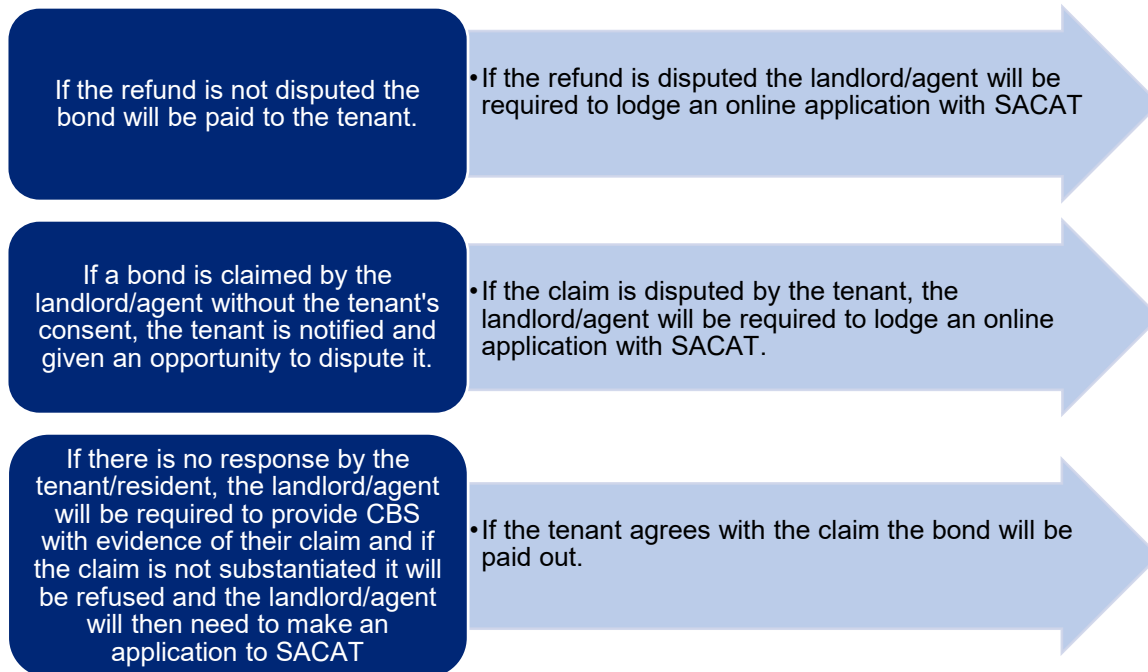
It is important for the tenant to provide their landlord/agent or CBS with their forwarding address so they can be informed of the bond refund process.

### Where parties agree

At the end of the tenancy when the tenant and landlord agree how the bond is to be repaid, the bond can be refunded by submitting a claim online. If a bond refund form is lodged, it should be completed and signed by both parties (signature verification must be provided). The bond can be paid via electronic funds transfer.

## Notice of claim

If a bond is requested by the tenant/co-tenants without the landlord/agent's consent, the landlord/agent is notified and given an opportunity to dispute it.



Bonds may also be claimed in equal/unequal shares by co-tenants. If an application proposes that the bond be paid to co-tenants in unequal shares (and the landlord has agreed to their share of the bond, if any), the Commissioner must pay the bond as proposed in the application (if all co-tenants have consented to the proposal). If a balance of a bond (after a specified amount is to be paid to the landlord) is proposed to be paid in equal shares to co-tenants, then only one of the tenants must consent.

## Disputed bonds

A bond dispute will be referred to SACAT which will list the matter for a conference or hearing. If an agreement cannot be reached at a conference, a full hearing may be set down for a later date.

If a dispute arises over how the bond should be refunded, either party can contact CBS for advice on 131 882.

RentRight SA can provide free and independent advocacy support at SACAT. For more information about its services call [1800 060 462](tel:1800060462) or email [rentrightsa@syc.net.au](mailto:rentrightsa@syc.net.au).

## Unclaimed money

If a bond has been paid for a property rented in the past and the refund of that bond has not been applied for, that bond may still be held in the Residential Tenancies Fund. After providing details about the tenancy in question (that is, the exact address, the other party's name, the bond amount and proof of identity), CBS can refund the bond accordingly.

If you believe there is unclaimed money belonging to you held in the Fund, please search the bond status at <https://portal.cbs.sa.gov.au/consumer/s/search-bond> or contact CBS on 131 882.



## Sub-letting and assignment

A tenant has the right, with the landlord's written approval, to sub-let the rental premises, or assign their interest to another party. The landlord cannot unreasonably refuse tenants sub-letting rental properties and may only seek reasonable expenses arising from the sub-letting of premises.

- To 'sub-let' means that a tenant rents out all or part of the premises to someone else, and in effect becomes the landlord to the subtenant.
- To 'assign' means to transfer a tenancy to someone else. That does not mean, however, that the original tenant no longer has responsibility for the tenancy.
- Before sub-letting or assigning a tenancy, it is advisable to first contact CBS.

## Dispute resolution

It is the role of CBS to give information to landlords and tenants. Any party to a residential tenancy dispute may apply to SACAT.

SACAT may, either before or during the hearing of proceedings, appoint a mediator to achieve a negotiated settlement. SACAT may also refer the matter to a conference or hearing.

If you are a party to a tenancy dispute and require advice, contact CBS on [131 882](tel:131882).

### SACAT hearings

SACAT is an independent specialist Tribunal that provides a prompt and informal way of determining disputes between landlords and tenants. Both landlords and tenants may apply to SACAT to have disputes determined.

There is a cost to apply to SACAT. Members of SACAT conduct hearings with a minimum of formality. Both parties are expected to attend and usually present their own cases. SACAT is located at Level 4, 100 Pirie Street, Adelaide and can be contacted on free call [1800 723 767](tel:1800723767) or visit [sacat.sa.gov.au](http://sacat.sa.gov.au).

## Community housing organisations

Community housing providers and housing co-operatives are community managed organisations. They provide affordable housing for people on low incomes or with special housing needs who can't access or maintain other forms of accommodation.

The tenants of community housing organisations are covered by the Act, but there are some sections that are varied or don't apply. Community housing organisations can apply to SACAT for further exemptions or variations of a section of the Act.

For information about accommodation through a community housing organisation visit [Renting from a community group](http://sa.gov.au) on the sa.gov.au website.

## More information

**For more detailed information and advice about tenancy matters, contact:**

### Consumer and Business Services

Customer Service Centre  
4-6 Chesser Street  
ADELAIDE SA 5000  
(GPO Box 965, ADELAIDE SA 5001)

Telephone: 131 882

Website: [sa.gov.au/housing/private-rentals](http://sa.gov.au/housing/private-rentals)

### Regional CBS office

9 Mackay Street, PORT AUGUSTA

**Bond lodgement facilities** are available at Service SA offices located at:

- Berri
- Gawler
- Kadina
- Mount Gambier
- Murray Bridge
- Naracoorte
- Port Augusta
- Port Lincoln
- Port Pirie
- Whyalla

**Please note, only cash, cheque or money orders can be taken at these offices.**

# Translating and Interpreting Service

If you have difficulty in understanding this pamphlet ring the Translating and Interpreting Service on 131-450. Don't hang up, your call will be answered (Local call cost only).

## Amharic / አማርኛ

ይህን መጽሔት ለመረዳት ችግር ካለዎት ፡ ለተርጉም አገልግሎት በኢሊኒስ ቁጥር 131-450 ብላጃህ ደውሉ ። ደውላችሁ ለሚመለሳችሁ ፡ ኢሊኒስ አተከትት ። (በውስጥ ጥፈ ጥጋ ብቻ)

## Arabic / عربي

إذا كنت تجد صعوبة في فهم هذه النشرة ، إتصل هاتفياً بخدمة الترجمة الكتابية والشفوية (Translating and Interpreting Service) على الرقم 131-450. لا تقفل الخط ، لأنه سوف يتم الرد على مكالماتك. (تكلفة مكالمة محلية فقط)

## Chinese / 中文

如果您不能理解本手册，請打電話到翻譯及傳譯服務處 (Translation and Interpreting Service) • 電話號碼 131-450 • 請耐心等待 • 有人接您的電話 (按當地電話收費) ○

## Croatian/Hrvatski

Ako Vam je teško razumijeti ovu brošuru, nazovite Službu tumačenja i prevodenja na 131-450. Nemojte spustiti slušalicu, na vaš poziv će biti odgovoreno (za cijenu mjesnog poziva).

## Greek/ Ελληνικά

Αν δυσκολεύεστε να καταλάβετε αυτό το φυλλάδιο τηλεφωνείτε στην Υπηρεσία Μετάφρασης και Διερμηνείας Τηλέφωνο 131 450. Μην κλείσετε το τηλέφωνο, το τη λεφώνημά σας θα απαντηθεί (Χρέωση για τοπικό κώ τη εφώνημα μόνο).

## Hazaragi

(Translating and Interpreting Service) اگر دانستن این رساله بری تان مشکله، به خدمات ترجمه کتبی و شفاهی به شماره 450 131 زنگ بزنین. تلفون را قطع نکنین، به تلفون شما جواب داده موشه (صرف با هزینه تماس محلی)

### Hungarian/Magyar

Ha nem érti ezt a nyomtatványt, mert nem beszél angolul, hívja a Fordító és Tolmács Szolgálatot a 131-450 telefonszámon (helyi hívásnak számít). Kérjük, várjon, amíg hívására valaki válaszol.

### Italian/Italiano

Se avete difficoltà a cap ire questo opuscolo telef onate al Servizio Traduzione e Interpretariato (Translating and Interpreting Service) Tel. 131-450. Non mettete giù il telefono, qualcuno risponderà alla vostra chiamata (il costo è uguale ad una telefonata locale).

### Khmer/ខ្មែរ

ប្រសិនបើអ្នក មានការពិបាក ដឹងអំពីអ្វីក្នុងកិច្ចការនេះ ចូរបោះទូរស័ព្ទ ទៅកម្មវិធីបំប្លែងភាសា តាម លេខ 131-450 ។ ចូរកុំដាក់ប្រដាប់ទូរស័ព្ទចុះ គេនឹងឆ្លើយតបទៅការហៅរបស់អ្នក (ការហៅទូរស័ព្ទរបស់អ្នក គិតតាមតម្លៃដែលហៅក្នុងតំបន់)។

### Persian/فارسی

چنانچه مشکلی در فهم این جزوه دارید لطفا به اداره خدمات مترجمی به شماره 131 450 تلفن فرمائید. کوشی را زمین نگذارید ، جواب تلفن شما داده خواهد شد . ( هزینه تلفن محلی )

### Polish/Polski

Jeżeli mają państwo trudności ze zrozumieniem tej broszury proszę zadzwonić do biura tłumaczy *Translating and Interpreting Service* pod numer 131-450. Proszę nie odkładać słuchawki, ktoś odbierze telefon. (W cenie rozmowy miejscowej).

### Portuguese/ Português

Se tem dificuldade em compreender este panfleto, ligue para o Translating and Interpreting Service / Serviço de Tradutores e Intérpretes, telefone número 131-450. Não desligue pois a sua chamada será atendida (pelo custo de uma chamada local apenas).

### Romanian/Română

Dacă aveți dificultăți în înțelegerea acestei broșuri, vă rugăm să luați legătura cu Serviciul pentru Traduceri și Interpretări, la numărul 131-450. Nu închideți telefonul, vi se va răspunde. (Costul este cel al unei convorbiri locale).

### Russian/Русский

Если у Вас возникнут трудности в понимании содержания этой брошюры, позвоните в Службу переводов по номеру 131 450. Не вешайте трубку, Вам ответят (по стоимости только местного звонка).

### Serbian/СРПСКИ

Ako imate tешkoћа у комуникацији на енглеском језику позовите службу за тумачење И превођење на телефон број 131-450. Немојте да спустите слушалицу, добићете одговор на ваш позив (цена локалног позива).

### Spanish/Español

Si tiene dificultades en entender este panfleto llame al Servicio de Interpretación y Traducción al 131-450. Por favor no cuelgue, su llamado será atendido. (Al costo de una llamada local).

#### Tamil

இந்தத் துண்டுப் பிரசுரத்தைப் புரிந்து கொள்வதில் சிரமம் இருந்தால், நீங்கள் 131 450 எனும் தொலைபேசியில் மொழிபெயர்ப்பு மற்றும் உரைபெயர்ப்பு சேவையை அழையுங்கள். தொலைபேசியை வைக்காதீர்கள், உங்கள் அழைப்புக்குப் பதில் கிடைக்கும். (உள்ளூர் அழைப்புக் கட்டணம் மட்டுமே)

#### Tigrigna / ትግርኛ

ዛሬ መጽሐፍት ምርጫ ለምን ለማድረግ ፡ የብ ተርጉም አገልግሎት ብቻ ስራ ቴሌፎን 131-450 ሊሰጥዎ ደሞሱ ። ደመወዝ ኮምፒውተር ለሰነድ ፡ ቴሌፎን ላይተረጎሙ ። ( ብዙ-ገንዘብ ያውላት ፳፯ ሺረረ)

#### Turkish/Türkçe

Eğer bu broşürü anlamakta güçlükçekiyorsanız Çeviri ve Tercümanlık bürosunu 131-450 numaradan arayınız. Telefonu kapatmayınız, size yanıt verilecektir (sadece şehirçi telefon ücreti karşılığı).

#### Ukrainian/Українська

Якщо Ви маєте труднощі з розумінням цієї брошури, **будь ласка**, потелефонуйте до Служби **перекладів по номеру 131 450**. Не **кладіть** трубку. Вам **буде дано** **відповідь** (вартістю лише місцевого **виклику**).

#### Vietnamese/Việt Ngữ

Nếu quý vị gặp khó khăn trong việc hiểu tài liệu này, xin hãy gọi điện thoại cho Dịch Vụ Thông Phiên Dịch (Translating and Interpreting Service) qua số 131-450. Xin quý vị đừng gác ống nghe, cú gọi của quý vị sẽ được trả lời (Phí tổn điện thoại chỉ bằng một **CÚ** gọi trong địa phương mà thôi).