

Questions about renting for international students

Finding a place to live is one of the most important things you will need to do when you first arrive in Adelaide. You will need to consider things like cost, location, conditions and rules.

If you rent a house, unit or a room it is important to understand your rights and responsibilities.

You can call Consumer and Business Services (CBS) for information and assistance on 131 882.

Types of agreements

A *rooming house agreement* is used where boarders or lodgers rent a lockable room in a property in which there is accommodation for three or more people. You (the resident) might rent your room on your own or with a friend. The owner (proprietor) might also live in the property or just visit to provide meals, to clean the common areas or just to check that all the residents are abiding by the house rules. The house rules must be displayed where all residents can see them.

A *residential tenancy agreement* is used where you (the tenant) rent a property from the owner (landlord). The landlord cannot come onto the property without your consent or without first giving you proper notice.

Rooming house agreements

- **When I pay money to the owner (proprietor), should I get a receipt?**
The owner must give you a receipt within 48 hours after receiving a payment from you, unless you make payment into a bank account kept by the owner or their agent.
- **Can the owner come into my room without consent?**
The owner may enter your room without your consent, but they must be reasonable about when and how they do this. The owner cannot stay in the room longer than necessary.
- **The window in my bedroom won't lock. What do I do if this type of repair is required?**
You must report repair needs to the owner. It is best to request this in writing. If the problem is not fixed you should contact CBS on 131 882.
- **How much money can the owner ask for at the start of the agreement?**
The most you can be asked to pay is one week rent and a bond of no more than two weeks rent. The landlord must lodge the bond money with CBS.
- **What if I'm late with the rent? Can the owner charge me a penalty fee?**
If you are late with the rent the owner cannot charge a penalty fee or hold on to your property. But if the rent has not been fully paid for 2 weeks or 2 rental periods (whichever is less), then the owner can give you 2 days notice that you may be evicted (asked to leave).
- **What can I do if the owner won't return my bond at the end of the agreement?**
If you owe money for rent, meals, facilities or services and/or you have caused damage to the property then the owner can keep an amount to cover what you owe. Contact CBS on 131 882 if you have concerns about your bond.
- **Does my rooming house agreement have to be in writing?**
No, however it is best to have it in writing so that you have proof of the agreement.

Residential tenancy agreements

- **Do I have to complete the inspection sheet at the start of the agreement?**

When you first move in the landlord must give you two copies of a completed inspection sheet indicating the condition of the property. You then need to fill in your section on both of the inspection sheets, noting the condition of the property. Sign and give one copy to the landlord and keep a copy for yourself. Some people take photos as proof of the condition of the property.

- **How much bond can my landlord ask for?**

If the rent is \$250 or less per week the landlord can ask for a bond that is equal to or less than 4 weeks rent. If the rent is over \$250 per week the landlord can ask for a bond that is equal to or less than 6 weeks rent.

- **Can the landlord hold on to the bond money?**

No, the landlord must lodge the bond money with CBS within 2 weeks of receiving it. If the landlord has an agent managing the property for them, the bond must be lodged within 4 weeks.

- **Does my landlord have to give me receipts for the rent I pay?**

The landlord must give you a receipt within 48 hours after you pay rent, unless you pay rent into the landlord's bank account.

- **My tenancy has ended and the landlord won't return my bond money. What can I do?**

You can lodge a bond refund form with CBS without the landlord's signature, or contact CBS on 131 882. Keep your Australian bank account open until your bond refund is finalised, or [fill out an International Transfer form](#) to have money refunded into an overseas account.

- **How can I get my landlord to do repairs?**

Report repair needs to your landlord. It is best to do this in writing. You may wish to use the Request for Repairs form available from www.sa.gov.au/tenancy/privaterentalforms. If the repair is not carried out you can contact CBS on 131 882 for advice.

- **My friend stopped paying her share of the rent. What can I do?**

If both your name and your friend's name appear on the rental agreement then this is called a co-tenancy. If the rent has not been paid fully for more than 14 days then all tenants may be evicted (asked to leave the property). If you cannot sort out the problem with your co-tenant you may need to seek legal advice.

- **I vacated the property and left some furniture in there. The landlord refuses to give my furniture back because he says I owe him money for rent. How can I get it back?**

Your landlord cannot refuse to return your furniture to you because you owe rent. However, if your furniture is left in the property after your tenancy has officially ended, the landlord must deal with the furniture as *abandoned property*. Depending on the value of the furniture, the landlord may refuse to return the furniture to you until you pay costs to the landlord as a result of following the *valuable abandoned property* process.

Advice in your language

Phone 131 450 to use the FREE Telephone Interpreting Service. A person will interpret for you in a three-way conversation. Ask to be connected to Consumer and Business Services on 131 882 for renting advice.

For more information:

Consumer and Business Services

Tel: 131 882

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

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