

Renters Guide

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The logo for Consumer Affairs Victoria, featuring a stylized triangle composed of three smaller triangles in blue, yellow, and black.

New changes to the rental laws

New rules are making renting fairer and more secure for Victorians.

You'll have stronger rights and protections, greater security over your lease and finances, and improved safety in your home.

Learn about the changes at consumer.vic.gov.au/renting

Disclaimer, copyright and publisher information

Because this publication avoids the use of legal language, information about the law may have been expressed in general statements. This guide should not be relied upon as a substitute for the *Residential Tenancies Act 1997* or professional legal advice.

Published October 2026. The information in this guide was correct at the time of printing. However, legislation and policy may change.

For the most up-to-date information, please visit consumer.vic.gov.au

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Renters Guide is the summary approved by the Director of Consumer Affairs Victoria of the rights and duties of a renter of a residential rental property under the *Residential Tenancies Act 1997*. Rental providers must give this guide to renters on or before the day they move in.

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Introduction

Victoria has some of the strongest rental protections in Australia, but renting can still be complicated. With 1 in 3 Victorians now renting, understanding your rental rights has never been more important.

The *Renters Guide* explains the rules and your rights at every stage of renting in Victoria, from applying for a property to moving out.

Whether you're a first-time renter or have rented before, this guide provides you with the information you need to rent confidently.

Key terms

- **Rental provider:** landlord.
- **Renter:** tenant.
- **Agent:** real estate agent.
- **The Residential Tenancies Act 1997:** This sets out the laws, rights and responsibilities of renters and rental providers in Victoria.
- **RTBA:** the Residential Tenancies Bond Authority. It holds residential rental bonds for Victorians as a neutral party, for the renter and the rental provider.
- **PRBS:** Portable Rental Bond Scheme. Eligible renters can transfer the value of their existing bond or 'bond money' to their next rental property, saving them from being out of pocket.
- **RDRV:** Rental Dispute Resolution Victoria. A free dispute resolution service to help renters and rental providers resolve disputes.
- **VCAT:** Victorian Civil and Administrative Tribunal. This tribunal resolves legal disputes and cases in Victoria, including renting issues.

Where to find more information

Visit our website for detailed resources:

- General renting information (for renters, rental providers and agents): consumer.vic.gov.au/renting
- Information in other languages: consumer.vic.gov.au/languages
- Easy English resources: consumer.vic.gov.au/easyenglish

Stay updated:

For the most current information, visit consumer.vic.gov.au/renting

Follow Consumer Affairs Victoria on [Facebook](#) and [Instagram](#) for regular renting information and updates.

Finding and applying for a rental property

Before you apply

Documents and information you may need to provide:

- Formal identification (such as a driver's licence)
- Employment and financial details, such as a payslip
- Rental or residential history
- Personal rental references, if requested.

Rental providers must ask for this information through the prescribed rental application form. They can't ask you for any information that is not set out in the form.

Important to know: Rental providers, agents and rental platforms can't charge you any fees for your application – not for processing your application or for background or other checks.

More information: consumer.vic.gov.au/applying

The rental provider or agent **cannot** ask you for the following information in your application:

- whether you've taken legal action or had a dispute with a previous rental provider.
- your bond history, including any claims you've made on your bond.
- detailed bank statements with daily transactions (if you need to provide a statement, you can delete transactions you think should be kept private).

Unlawful discrimination in renting

In Victoria, it's against the law to stop somebody from renting a property because of certain personal characteristics, including:

- age
- carer status, family responsibilities, parental status
- disability
- employment
- gender identity, lawful sexual activity, sexual orientation
- marital status
- physical features
- pregnancy, breastfeeding
- profession, trade or occupation (including being a sex worker)
- race (including colour, nationality, ethnicity and ethnic origin)
- religious belief or activity
- sex.

The rental provider must also provide you with a statement on discrimination as part of the application form so that you are aware of your rights.

If a rental provider asks about personal protected attributes outlined in the *Equal Opportunity Act 2010* (for example, ethnicity, gender identity, disability), they must provide you with a written reason for requesting this information.

More information: consumer.vic.gov.au/unlawful-discrimination

Important to know: Rental providers or agents can't charge a fee to show you a property to rent.

Rules for advertised rental properties

Legal requirements:

- Rental properties must be advertised at a fixed amount only. For example, \$475 per week.
- It's unlawful for rental providers or agents to:
 - advertise a property with a price range
 - ask for, invite or accept offers of, rent higher than the advertised price
 - ask for, invite or accept more than one month's rent in advance
 - advertise or offer a property to let, unless they reasonably believe the property meets the rental minimum standards.

Seen a rental property that doesn't look quite right?

You can make an anonymous report to our renting taskforce using our [online form](#).

The Renting Taskforce investigates issues affecting the safety, security and wellbeing of renters, including:

- advertising or renting out a property that doesn't meet the [rental minimum standards](#)
- false advertising
- not lodging a bond with the Residential Tenancies Bond Authority or taking an excessive bond (bonds should generally be no higher than the amount of one month's rent)
- re-letting a property within 6 months after using a notice to vacate claiming the property was going to be sold, demolished or converted
- failure to provide a condition report
- rental bidding.

Rental providers and agents who break the law may be issued with a fine or warning or other enforcement action.

Plan your budget and calculate rent payments

Our free rent calculator can help you:

- work out if a rental property fits your budget over time
- calculate the exact amount you owe if you move out part-way through a rent payment period
- plan your housing expenses more effectively.

Use the calculator: consumer.vic.gov.au/rentcalculator

Rental application checklist

This checklist includes the key steps when applying for a rental property.

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Read through and complete the rental application form.

☐

Provide the relevant identification and financial documents.

☐

Make sure you can pay the bond (usually the same amount as one month's rent) along with the first month's rent. Generally, these need to be paid before you move in.

☐

Sign your completed application form, include all required attachments and send these back to the agent or rental provider.

Before you move into a rental property

Communicating with your rental provider

You can agree to get information from your rental provider electronically. This includes:

- your rental agreement
- condition report
- information about your renting rights
- notices (such as a notice of an inspection).

You can also send notices and other information to your rental provider electronically, if they agree.

More information: consumer.vic.gov.au/rentingrights



Rental minimum standards guide

There are **15 categories of minimum standards** for rental properties. They reflect the qualities most people expect in a rental property.

Important to know: It's your rental provider's responsibility to make sure the rental property meets the rental minimum standards at the time it's advertised or before making an offer to lease it to you.

Minimum standards checklist

Inspect these items in your rental property to make sure it meets minimum standards. If it doesn't, you can ask your rental provider to make repairs or changes before signing the agreement or before you move in.

- | | | |
|--|---|--|
| ☐ Bathroom | ☐ Lighting | ☐ Ventilation |
| ☐ Electrical safety | ☐ Locks | ☐ Vermin-proof bins |
| ☐ Heating | ☐ Mould and damp | ☐ Windows |
| ☐ Kitchen | ☐ Structural soundness | ☐ Window coverings |
| ☐ Laundry | ☐ Toilets | ☐ Window covering anchors |

Learn more about each of the minimum standards below.

For a complete list of the standards and possible exemptions, scan the QR code or visit: consumer.vic.gov.au/rentalstandards



Bathrooms

A rental property's bathroom must have a washbasin and a shower or bath, and be connected to a reasonable supply of hot and cold water.

Showers must have a shower head with a 3-star water efficiency rating. If a 3-star shower head can't be installed, for example because of the property's age, then a shower head with a 1- or 2-star rating is acceptable.



Electrical safety

Rental properties must have modern switchboards, with circuit breakers and electrical safety switches installed. Electrical safety switches are known as residual current devices (RCD, RCCB or RCBO).

Rental providers are responsible for engaging an electrician to ensure their rental property complies with the electrical safety standard.



Heating

All rental properties must have a fixed heater (not portable) in good working order in the main living area.

For rental agreements entered into from 29 March 2023, this must be an energy efficient fixed heater in the main living area. If there's an existing fixed heater that isn't energy efficient, your rental provider must upgrade it.

An energy efficient fixed heater must be one of the following:

- a non-ducted air conditioner or heat pump with a 2-star or above energy rating
- a gas space heater with a 2-star or above energy rating
- a ducted heating or hydronic heating system with an outlet in the main living area
- a domestic solid fuel burning appliance, such as a fireplace or wood burning stove.



Kitchen

The property must have a kitchen with:

- a dedicated cooking and food preparation area
- a sink in good working order connected to a reasonable supply of hot and cold water
- a stovetop in good working order that has two or more burners
- if there's an oven, it needs to be in good working order.

These requirements don't apply if the property is listed on the [heritage register at Heritage Council Victoria](#) and has an approved exemption from the standard.



Laundry

If there's a laundry on the property, it must be connected to a reasonable supply of hot and cold water.



Lighting

Inside rooms, corridors and hallways must have access to light to make the areas functional. During the day, natural light can include light borrowed from an adjoining room. At night, you should have access to artificial light.

These requirements don't apply if the property is registered under the Heritage Act 2017 and has an approved exemption from the standard.



Locks

The property's external entry doors must have functioning deadlocks (a 'deadlock' is defined as a deadlatch with at least one cylinder) or be fitted with locks that can be unlocked with a key from the outside but can be unlocked without one from the inside.

The only cases where a deadlock doesn't have to be fitted to a door are when:

- a door cannot be secured with a deadlock - for example, because of its position
- it's a screen door in the same door frame as an external door
- a different type of lock or device is required under another Act or law
- the door isn't accessible because there is another type of security barrier. For example, a locked door to an apartment building, or a locked gate
- the property is registered under the Heritage Act 2017 and has an approved exemption from the standard.

More information: consumer.vic.gov.au/locks-and-security



Mould and damp

All rooms must be free from mould and damp caused by or related to the building structure.



Structural soundness

The property must be structurally sound and weatherproof.



Toilets

The property's toilet must be in good working order and connected to either:

- pipes that carry the sewage to a treatment plant (a reticulated sewerage system)
- a wastewater treatment system permitted under the Code of Practice – onsite wastewater management at [EPA Victoria](#)
- any other system approved by the [local council](#).

The toilet must be in a separate room in the property, either by itself, or in an appropriate room like a bathroom or in a combined bathroom-laundry.



Ventilation

Rental properties must have adequate ventilation in all habitable rooms including the bathroom, shower, toilet and laundry.

The property must meet the appropriate ventilation requirements of the Building Code of Australia, which are different for different kinds of properties. You can search resources in the [Australian Building Codes Board resources library](#).



Vermin-proof bins

Rental providers must supply a rubbish bin and a recycling bin for you to use.

The bins can be provided by the local council or purchased elsewhere, as long as they are vermin (for example, rats and mice) proof and meet council collection standards.



Windows

All external windows in the rented premises which are capable of opening must have a functioning latch to secure the windows against external entry.

Openable windows must also be able to be left in the open or closed position.



Window coverings

Windows in rooms likely to be used as bedrooms or living areas must be fitted with curtains or blinds that can be closed, block light and provide privacy.



Window covering anchors

All corded internal window coverings (such as blinds or curtains) must have an anchor installed to ensure the cords are secured or tensioned and can't form a loose loop.

Victorians can [order a free kit from us](#) or buy one from a hardware store.

Condition report

A condition report is a record of a property's condition at the start of a rental agreement.

- Your rental provider or agent must provide one to you. They must fill in their part of the report, sign it and give you 2 copies before you move in.
- It's important that you thoroughly inspect the property and add your own notes about its condition. Include details about anything that is unclean, damaged or not working. Take photos of pre-existing damage to support your notes.
- Give one copy of the completed, signed report to your rental provider or agent within 5 business days of moving in.

Important to know: Keep your copy of the condition report. You might need it if there's a dispute about who should pay for cleaning, damage or replacement of missing items.

Bond

- Depending on how much rent you pay, your rental provider or agent can ask that you pay a bond.
- The maximum bond is the amount of one month's rent (unless the rent is more than \$900 per week).
- In some cases, the rental provider may ask the Victorian Civil and Administrative Tribunal (VCAT) to increase this limit.

Moving from one rental to another?

If you're changing rental properties, you may be able to transfer your bond money from your current rental property to your new one, using the Portable Rental Bond Scheme (PRBS). It means you won't have to pay a new bond upfront. You will only need to pay the difference if the new bond is higher.

Using the PRBS is optional. There are some eligibility criteria and a small fee applies. You can find out more about the PRBS on its website.

More information: vic.gov.au/portable-bonds

Paying and lodging the bond

- Your rental provider will start the bond lodgement online with the Residential Tenancies Bond Authority (RTBA).
- You can pay the bond directly to your rental provider or agent, or directly to the RTBA.
- You should agree with your rental provider or agent how you will pay the bond before they start the bond lodgement with the RTBA. If you give written notice to them that you want to pay your bond directly to the RTBA, they must choose this option when they start the process with the RTBA.
- If you pay the bond directly, you can pay by credit card, debit card or BPAY. You must pay within 2 business days of receiving the bond request from the RTBA.
- If you want to use the PRBS, tell your rental provider or agent at the new property that you'll pay the bond directly to the RTBA. Once the rental provider lodges the bond request, you will get an email from the RTBA asking you to review and complete your bond lodgement. You can then choose to pay using the PRBS.
- If you pay the bond to your rental provider or agent, they must lodge the bond with the RTBA within 10 business days of receiving it from you.
- The RTBA will send you an email with the bond receipt. The bond money is held in trust until the bond is claimed.
- Keep your bond number somewhere safe.
- If you don't receive a receipt within 15 business days of making payment, you can contact the RTBA.

More information: consumer.vic.gov.au/lodgingbond

Before you move into a rental property checklist

This checklist includes the key steps when preparing to move into a rental property.

☐

Check that the rental property meets the renting minimum standards. If it doesn't, you can ask your rental provider to make repairs or changes before signing the agreement or before you move in.

☐

Complete a condition report. Give one copy of the completed, signed report to your rental provider or agent within 5 business days of moving in. Keep your copy of the report.

☐

If a bond is required, tell your rental provider or agent if you will pay the bond to them or directly to the RTBA. The RTBA will send you a receipt with the bond number once it has been paid or transferred.

After you move into a rental property

Rent

Your rental agreement must state the rent amount, when it must be paid and the preferred payment method.

Rent in advance

- If the rent is payable weekly, the most you can be asked to pay in advance is 2 weeks' rent.
- If the weekly rent is \$900 or less, and the rent is payable monthly, the most you can be asked to pay in advance is one month's rent. Rental providers can't accept more than one month's rent paid in advance even if you offer.
- If the weekly rent is above \$900, the rental provider is allowed to invite you to pay more than one month's rent in advance.

Ways to pay

There are many ways rent can be paid:

- Your rental provider can include their preferred payment method in the rental agreement. You should agree how you are going to pay rent before you sign.
- Rental providers, agents and rental platforms cannot charge you any fees for paying rent. Your usual bank fees may still apply.
- Centrepay must be accepted if you receive Centrelink payments and want to pay your rent this way.

Important to know: It's against the law for rental providers, agents or anyone else, including a third party, to charge for making rent payments, issuing a rent payment card or establishing or using direct debit facilities for rent payments.

Rent receipts

You're entitled to a receipt each time you pay rent.

- If you pay your rent in person, you must be given a receipt immediately.
- If you pay in another way, such as direct debit, and you ask for a receipt, it must be given to you within 5 business days.
- You can ask for a record of your rent payments within 12 months, even if you didn't ask for a receipt when you paid. You must be given a copy of the record within 5 business days of your request.

Important to know: It's against the law to refuse to issue rent receipts.

Rent increases

- Your rental provider can't increase your rent more than once in any:
 - 6-month period, for agreements that started before 19 June 2019
 - 12-month period, for agreements starting on or after 19 June 2019.
- If you're on a fixed-term rental agreement, your rental provider can't raise your rent before it ends – unless your rental agreement allows it.

More information: consumer.vic.gov.au/rentincreases

What must be included in a Notice of rent increase

Your rental provider must use the Notice of rent increase form to tell you about rent increases at least 90 days before they are going to put the rent up.

The rental provider must tell you:

- how much the rent will increase
- how they calculated the rent increase. If the rent is increased during a fixed term rental agreement, the rental agreement must indicate how the rent would be increased (consumer price index, rent index, percentage, or fixed dollar amount)
- what you can do if you think the increase is too high.

Important to know: If your rental provider doesn't use the right form or doesn't give proper notice, the notice isn't valid.

Challenging a rent increase

You can ask Consumer Affairs Victoria to investigate if you believe the increased rent is too high. Find our contact details on page 41.

This is a free service called a 'rent assessment' or a 'rent increase investigation'. We'll look at several factors, including comparing the increased rent to the rent for similar properties and to the annual inflation rate.

You must contact us within 30 days of receiving a rent increase notice.

Use the [Request for rental assessment form](#) to ask us for a rent assessment.

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Request for rental assessment

Request for rental assessment

Your details

Rental provider/
agent details

Pre-Rental
Assessment
Questionnaire

Review

Request for rental assessment

All questions must be answered, unless marked 'optional'.

Please select one of the following options

☐ I have received a notice of rent increase

☐ My rental provider has reduced or removed services, facilities or other items that I was previously getting as part of the rental agreement, but they haven't reduced my rent

☐ Other

Next

To: Your details

Preview of the Request for rental assessment form.

If you and the rental provider can't agree on a new rent amount after we give you our rent assessment report, you can ask VCAT to set a maximum rent for up to 12 months. You have 30 days to apply to RDRV or VCAT.

More information: consumer.vic.gov.au/challenge-rent-increase

Problems with the property

Your rental provider must make sure the property is in good condition and fit to live in. It doesn't matter how much rent you are paying or how old the property is.

If there's a problem with the property, you can ask your rental provider to fix it. If they don't, contact Consumer Affairs Victoria for information and advice.

Repairs

Repairs are either **'urgent'** or **'non-urgent'**. Rental providers must make urgent repairs immediately. Rental providers must make non-urgent repairs within 14 days of getting a written request.

Urgent repairs

Anything on this list is legally defined as an urgent repair:

- burst water service
- blocked or broken toilet system
- serious roof leak
- gas leak
- dangerous electrical fault
- flooding or serious flood damage
- serious storm or fire damage
- an essential service or appliance for hot water, water, cooking, heating, or laundering isn't working
- the gas, electricity or water supply isn't working
- a cooling appliance or service provided by the rental provider isn't working
- the property doesn't meet **minimum standards**
- a safety-related device, such as a smoke alarm or pool fence, isn't working
- an appliance, fitting or fixture that isn't working and causes a lot of water to be wasted
- any fault or damage in the property that makes it unsafe or insecure, including **pests, mould or damp** caused by or related to the building structure
- a serious problem with a lift or staircase.

More information: consumer.vic.gov.au/rentalrepairs

What to do

Contact your rental provider or agent using their emergency phone number. Confirm your request in writing in case you need to prove you made the request.

Your rental provider or agent must make sure the repair is done immediately. If the rental provider or agent **doesn't respond to the request**, you can organise and pay for the repair. You can only do this if the repair doesn't cost more than \$2500.

The rental provider must pay you back within 7 days. You can use the '**Notice to rental provider of rented premises**' form on our website to make this request. Fill in all necessary details, including the 'Reason for notice – Payment for urgent repairs' section.

If they don't pay you back within 7 days, you can apply to RDRV to resolve the dispute.

If you can't afford to pay for the repair upfront, you can contact us using our **online enquiries form**.

You can use the '**Notice to rental provider of rented premises**' form on our website to request reimbursement for urgent repairs. You will need receipts/invoices and any other proof of repairs.

Non-urgent repairs

Non-urgent repairs include anything not listed as an 'Urgent repair' (read page 25).

What to do

Write to your rental provider telling them what needs to be repaired. You can use the '[Notice to rental provider of rented premises](#)' form.

Your rental provider must respond within 14 days. If they don't, contact us for information and advice.

More information: consumer.vic.gov.au/rentalrepairs

Notice to residential rental provider of rented premises



Residential Tenancies Act 1997 Sections 52, 63, 72, 72AA, 74, 91L, 91Z, and 91ZD

You may use this form to give notice to a residential rental provider (rental provider, formerly known as landlord) if you are a:

- renter of rented premises; or
- specialist disability accommodation (SDA) resident under a residential rental agreement. This form refers to you as the 'renter' and an SDA provider as the 'rental provider'.

If you are giving a notice of intention to vacate, you can only withdraw this notice in writing with the agreement of the rental provider. The notice must be signed by the rental provider to be effective.

If you are giving a notice of intention to vacate, you will need to give the rental provider the correct amount of notice (see the information last page).

Part A – Information for the rental provider

A renter may use this form to give you notice that:

- they are terminating the residential rental agreement before moving in
- they intend to vacate because the premises have been destroyed or are unfit for human habitation
- they intend to vacate for other reasons
- they are the legal representative or next of kin of the tenant who is deceased
- they have caused or became aware of damage to the premises
- they have paid utility charges that are your responsibility and you require reimbursement
- non-urgent repairs are required
- they have arranged and paid for urgent repairs and require reimbursement.

Seeking advice

For further information visit the renting section of the Consumer Affairs website at www.consumer.vic.gov.au/renting or call 1300 55 81 81.

Preview of the first page of the 'Notice to rental provider of rented premises' form you can use to request non-urgent repairs or reimbursement for urgent repairs you paid for.

Maintenance

As a renter, you're generally responsible for:

- keeping the property reasonably clean
- minor maintenance tasks, such as changing standard light globes and keeping the garden tidy (unless your rental agreement states that the rental provider is responsible).

Safety checks

Rental providers must ensure that:

- smoke alarms are correctly installed in the property, are in working condition and fitted with batteries or replacement batteries, and are tested at least once every 12 months
- all electrical installations, appliances and fittings are checked by a licenced or registered electrician at least once every two years
- all gas appliances, fixtures and fittings are checked by a licenced or registered gasfitter at least once every two years.

Pre-draughtproofing gas check

Before doing any draughtproofing at the property, if there are any gas appliances, fixtures or fittings, a licensed or registered gasfitter must do a gas safety check to make sure it's safe to draughtproof the property.

More information: consumer.vic.gov.au/smokealarms

More information: consumer.vic.gov.au/gas-electrical-safety

Modifications

You can make certain changes to the property without the rental provider's consent. For example, you can change the following things, as long as the property is not listed in the [Victorian Heritage Register](#):

- installing picture hooks or shelf brackets on all surfaces except exposed brick or concrete walls
- curtains (but you can't throw out the original curtains)
- a lock on a letterbox
- adding child safety gates or locks.

To make other changes, you'll need written consent from the rental provider. For some types of modification, they must not unreasonably refuse consent.

For the full list of modifications and more information:

consumer.vic.gov.au/rentingmodifications

Pets

If you want to keep a pet at your rental property, you must get your rental provider's consent. Use the '[Pet request](#)' form.

If your rental provider wants to refuse consent for a pet, they must apply to VCAT within 14 days. VCAT will decide whether it is reasonable for the rental provider to refuse consent.

More information: consumer.vic.gov.au/petsrenting

Inspections and entry to the property

Your rental provider or agent can enter your rental property at a date and time that you've both agreed on. This must be at least 7 days before they enter.

Otherwise, they must give you the appropriate written notice and a reason for entering the property. For example, to do a general inspection.

Important to know: You don't have to agree to a verbal request from your rental provider or agent to enter the property. You can ask them to provide written notice and a reason for entering.

Unless agreed with you, the rental provider or agent can only enter between 8 am and 6 pm, and not on public holidays. There are limits on how often they can enter, and for how long.

If the rental provider or agent has given you the appropriate written notice, or agreed with you on an entry date and time:

- you must let them into the property, if you're at home
- they can enter if you're not at home.

More information: consumer.vic.gov.au/rentalinspections

Safety and privacy

You have a right to privacy, peace and quiet. This also means that you must not unnecessarily disturb your neighbours or others around your rental property.

The rental provider may issue a notice to vacate, effective immediately, if you or your visitor endangers the safety of neighbours, the rental provider or their agent, contractors or an employee of the rental provider.

The rental provider can also give the renter a 14-day 'Notice to vacate' for serious threats or intimidation.

Family violence

If a rental agreement is affected by family violence, renters have specific rights. If a person is experiencing family violence, they can apply to VCAT to end the rental agreement early or start a new agreement in the same property that doesn't include the person being violent (the respondent).

VCAT must hear your application within 3 business days or no later than the next available day after the end of the 3 business days.

More information: consumer.vic.gov.au/rentingfv

After you move into a rental property checklist

This checklist includes the key steps after you move into a rental property.

☐

Pay rent according to the rent amount, regular payment date, and payment method agreed with your rental provider.

☐

Keep the property reasonably clean and complete any minor maintenance tasks (such as changing standard light globes and keeping the garden tidy).

☐

If you want to live with a pet, get your rental provider's consent.

☐

If you require repairs, contact your rental provider.

☐

Respond to requests to inspect the property from your rental provider or agent.

Moving out of a rental property

The following information can help you in the process of moving out of a rental property.

You or the rental provider must give notice to end the rental agreement, even if it has a fixed end date. Otherwise, the agreement will automatically continue on a month-by-month basis.

If you want to end the rental agreement

If you want to end the rental agreement, tell your rental provider or agent in writing that you want to leave the property. You can use our '[Notice of intention to vacate rented premises by renter](#)' form. In most cases, the end date on this notice can't be before the end date on your rental agreement.

More information: consumer.vic.gov.au/rentergivingnotice

Breaking the lease

If you have a fixed-term agreement and want to end it early (break the lease), you may have to pay fees and charges. There are only certain reasons you can end the lease early without having to pay.

More information: consumer.vic.gov.au/leasebreak



If your rental provider wants to end the rental agreement

Your rental provider must give you a 'Notice to vacate' in the correct written form, including the reason for ending the agreement.

The amount of notice they must give you depends on the reason they are ending the agreement. In most instances, they must give you **90 days'** notice.

Your rental provider cannot end a rental agreement without a valid reason, even at the end of a fixed-term agreement.

Reasons a rental provider can issue a notice to vacate at the end of an agreement

A notice to vacate is a formal statement that the rental provider wants to end the rental agreement.

A rental provider can only give a notice to vacate for certain reasons. Some of these reasons have specific evidence requirements. The rental provider must supply a form of evidence demonstrating that the reason they have given in the notice to vacate is genuine.

If a notice to vacate requires specific evidence that is not supplied, the notice is invalid.

For example:

- The rental provider, a member of their immediate family or a dependent will be moving in.
- Reconstruction, repairs or renovations are planned and can't go ahead unless the renter vacates.
- The rental property is going to be demolished and all necessary permits have been obtained.

More information: Read the full list of reasons, minimum notice and evidence required at consumer.vic.gov.au/noticetovacate

Reasons a rental provider can ask a renter to leave early

A rental provider can only end a rental agreement early (before its stated end date) for certain reasons. For example:

- The renter or their visitor intentionally or recklessly causes serious damage to the property, including safety equipment and common areas.
- The renter or their visitor puts neighbours, the rental provider or the provider's agent, or the rental provider or agent's contractors or employees, in danger.

The minimum notice period for the allowable reasons varies from immediate, to 14 days or 28 days.

If the rental provider does not give one of the reasons listed on our website, the notice to vacate is not valid.

More information: Read the full list of reasons and minimum notice at consumer.vic.gov.au/noticetovacate

Agreeing to end a rental agreement

You and your rental provider or agent can agree to end the rental agreement. It's important to put this decision in writing. Include any agreed costs, terms and conditions and the date the agreement will end.

Threat of eviction

A rental provider or agent can't evict you for using or intending to act on your rights. They can only end your rental agreement for specific reasons. They must give you the required amount of notice and use the correct 'Notice to vacate' form.

If you're worried about getting a notice to vacate or being evicted, contact us for information and advice.

Condition reports at the end of the agreement

When a rental agreement ends, the rental provider or agent must complete the 'Exit condition report' section of the original condition report within 10 days. You must be present when this happens, or have been given a reasonable opportunity to be there. 'Reasonable' means what most people would think is fair.

The exit condition report records the condition of the property at the end of the tenancy.

Cleaning responsibilities

When moving out, you must leave the property:

- reasonably clean
- in the same condition as when you moved in, taking into account fair wear and tear.

If you signed a rental agreement on or after 29 March 2021, there are extra requirements for professional cleaning. Rental providers can't ask you to get professional cleaning unless the property:

- needs to be returned to the state it was in at the start of the rental agreement (allowing for fair wear and tear). For example, if it was professionally cleaned before you moved in, or
- is in a state that requires professional cleaning.

More information: consumer.vic.gov.au/conditionreport

Bond claims

When a rental provider can claim the bond

Your rental provider can claim part or all of the bond for specific things, such as:

- damage caused by you or your visitors (but not fair wear and tear)
- cleaning expenses, if you haven't left the property reasonably clean.

Read the full list at consumer.vic.gov.au/bondclaims

If your rental provider wants to claim part or all of the bond, they must give you evidence that supports their claim at least 3 business days before they lodge it. The evidence must not contradict the condition report.

Process for claiming the bond

Before you move out, you and your rental provider or agent should:

- try to agree on how the bond will be finalised
- set out the agreed division in the bond claim form online.

Your rental provider will usually start the bond claim process online with the RTBA. Only accept the bond claim if you agree with the amount you will receive back and all your repayment details are correct. You can ask for changes to the claim. Once everyone has accepted, the RTBA will usually repay the bond within one business day.

You can also start the bond claim process directly with the RTBA. The RTBA will then contact the rental provider, who has 14 days to dispute the claim.

If the rental provider does nothing, the RTBA will pay the bond to you.

Bonds transferred using the PRBS

If you used the PRBS to transfer your bond money to your next rental property, your previous rental provider can still make a claim against the bond.

You can choose to dispute the claim through RDRV or VCAT as usual.

More information: vic.gov.au/portable-bonds

Bond disputes

If there is a dispute about the bond, you or the rental provider can apply to RDRV for help.

RDRV will ask the rental provider to provide evidence for any claims they are making on the bond, and RDRV will review the details, discuss it with both parties and try to help you reach a fair outcome.

If an agreement isn't reached, RDRV will help you with next steps, including how to ask for a decision by VCAT if necessary.

More information: consumer.vic.gov.au/bonddisputes

Moving out of a rental property checklist

- ☐ If you want to end your rental agreement, give your rental provider the required amount of notice.
- ☐ If your rental provider wants to end your rental agreement, check that they've given you a 'Notice to vacate' in the correct written form, have given you a valid reason, and given you the required amount of notice.
- ☐ If both you and your rental provider want to end your rental agreement, put this decision in writing. Include any agreed costs, terms and conditions and the date the agreement will end.
- ☐ Clean your rental according to the requirements.
- ☐ Your rental provider or agent must complete the 'Exit condition report' section of the original condition report within 10 days of the rental agreement ending.
- ☐ Before you move out, you and your rental provider or agent should try to agree on how the bond will be finalised.
- ☐ If you're moving into another rental, check if you can transfer your existing bond to your next rental property using the PRBS.

If you're in a rental dispute

Resolving rental disputes

How to resolve disputes with your rental provider

Disputes can often be settled without going to a hearing at VCAT. Follow the steps below.

1 Know your rights and responsibilities.

2 Talk to your agent or rental provider.

3 Contact Consumer Affairs Victoria.

Still unresolved?

Apply to RDRV's free service to help you with most rental disputes. They will help you go to VCAT, if needed.

More information: Read websites and contact details on page 41.

Going to Rental Dispute Resolution Victoria

RDRV is a specialist rental dispute resolution and case management service provided by VCAT. It helps renters and rental providers to resolve disputes quickly and fairly, before they escalate to a formal hearing.

RDRV can help with issues about:

- bonds
- compensation
- excessive rent
- repairs

They'll work with you and your rental provider to try to get a resolution at the earliest possible point.

More information: rdrv.vic.gov.au

Helpful contacts

Organisation	When to contact	Contact details
Consumer Affairs Victoria (CAV)	If you have questions about renting agreements, bonds, rent increases or repairs. If you're being evicted.	1300 55 81 81 consumer.vic.gov.au
Residential Tenancies Bond Authority (RTBA)	To look up your bond, transfer a bond or arrange a bond refund.	1300 137 164 rentalbonds.vic.gov.au
Rental Dispute Resolution Victoria (RDRV)	If you need more help to resolve a renting dispute.	1300 017 378 rdrv.vic.gov.au
Victorian Civil and Administrative Tribunal (VCAT)	To apply for a hearing about a renting dispute.	1300 01 8228 vcat.vic.gov.au/renting
Tenants Victoria	If you need advocacy or support.	03 9416 2577 tenantsvic.org.au
Victorian Aboriginal Legal Service (VALS)	If you're an Aboriginal and/or Torres Strait Islander person and need legal help.	1800 064 865 vals.org.au
Housing Victoria (Department of Families, Fairness and Housing)	If you have nowhere to stay.	1800 825 955 (24 hours) housing.vic.gov.au
National Debt Helpline	For confidential and free information and advice if you are facing financial difficulties.	1800 007 007 ndh.org.au



Need help in your language?

Call TIS National interpreting service on **131 450**.
Ask to be put through to Consumer Affairs Victoria.