



Renting A Home In Melbourne- A Guide For Tenants

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Abstract

Renting a home in Melbourne can be an exciting yet daunting experience for tenants. With its vibrant neighborhoods, diverse communities, and thriving cultural scene, Melbourne offers a plethora of rental options to suit various preferences and budgets. However, navigating the rental market requires careful consideration of factors such as location, amenities, rental prices, and lease agreements. Prospective tenants should conduct thorough research, inspect properties carefully, and communicate effectively with landlords or property managers to ensure a smooth rental process. Understanding tenant rights and responsibilities under Victorian rental laws is also crucial for maintaining a positive renting experience. With diligence and awareness, tenants can find their ideal home and enjoy all that Melbourne has to offer.



1. Introduction

Navigating the rental market in Melbourne demands a strategic approach for prospective tenants. With demand often outstripping supply, securing a suitable rental property requires vigilance, preparedness, and a clear understanding of personal needs and budget constraints. From scouring online listings to attending inspections, tenants must actively engage in the process, often competing with other applicants for desirable properties. Additionally, negotiating lease terms, understanding rental agreements, and upholding

tenant rights are essential steps towards ensuring a successful tenancy in Melbourne's dynamic rental landscape. By staying informed, proactive, and adaptable, tenants can increase their chances of finding a comfortable and affordable home in this vibrant Australian city.

2. Renting a house or apartment



Houses, apartments, rooms, new homes, old homes – whatever rental option you're looking for you'll find plenty in both Melbourne and regional Victoria.

Choosing a house or apartment to rent in Melbourne is an exciting first step of building your new life here.

There are several rules and regulations that you must follow when you become a tenant (renters are called tenants). Those offering a property for rent (called landlords) also have rules and regulations.

Housing types, locations and prices

Melbourne boasts an exciting property market with housing options to suit everyone's needs – from beautiful, older Victorian-era and Edwardian-era homes to deluxe contemporary homes. New homes and contemporary apartments are also being constructed all the time.

Whether you're looking to rent in Melbourne or in regional Victoria, you'll enjoy access to properties in a number of styles and sizes.

Rent prices vary greatly, depending on property size, suburb and transport options. Visit the Department of Human Services for up to date information about average rental prices in Melbourne.

Find a rental property

In Victoria, real estate agents are generally responsible for renting houses and apartments to tenants on behalf of owners. But you can also rent directly from an owner. You can rent a single room in a property or share a house with a group of friends or family – the rental option you choose depends on your needs.

What's included in renting a property



Most rental properties do not come with furniture, but will generally include:

- heating
- hot water systems
- light fittings
- stoves/ovens
- carpets

- curtains or blinds
- kitchen cupboards.

Many also include air conditioning, dishwashers and built-in wardrobes. Utility costs such as water, gas and electricity can vary from property to property if they're not included in the standard rent price. It's a good idea to check with your real estate agent or property owner about utility costs.

How to secure a rental property

Once you have decided on the area you are interested in living in, you will need to secure your rental property. These tips will help show you what you need to do.

1. Inspect the property



The first step is to inspect the property you are interested in, as real estate agents usually only accept applications from people who have seen the house or apartment. If you are unable to inspect the property yourself, you can send a representative. It is not only important for the real estate agent to meet you (or your representative), but it is also important for you to check that the property is in working condition.

There are three ways to view a property for rent:

- attend an open for inspection held at a specific time

- make an appointment with the real estate agent
- collect the key from the real estate agent's office.

If you are attending an open for inspection, you must be prepared to show identification (such as a driver licence or passport).

2. Submit an application

To secure a rental property, you will need to complete and submit an application. The application usually includes details about where you have lived and worked, including your current income. It is also common to request references, so if you have rented before it is useful to bring written references with you to Australia.

3. Sign a lease



Once all parties are happy to proceed with a lease agreement, you will need to sign the lease. This is a legally binding agreement and does not have a cooling-off period (a period of time that allows you to change your mind).

A lease records details such as:

- how long you can live in the house
- how much rent you must pay and when you must pay it

- whether there are any special conditions about your home (such as keeping pets).

Read the lease thoroughly. If you are concerned about any items or have questions, clarify them with your landlord or real estate agent. Any existing issues with the rental property should be agreed upon with your real estate agent and recorded on a rental inspection sheet before you sign a lease.

Your rental period will begin on the agreed date specified in the lease agreement.

Some areas may have limited supply of rentals so be prepared for the process of securing a rental property to take some time.

4. Connect utility services

After signing a lease, you will officially be a tenant in the rental property. Congratulations are in order!

It is your responsibility to connect utility services such as electricity, gas, water, telephone and internet.

5. Pay a bond



A bond is a payment made by you that acts as security for the landlord or owner against you in case you don't meet the terms of your lease agreement. For example, if the rental property is damaged while you're staying in the property, the landlord can withhold the bond from you to cover the cost of repairing the damage.

The cost of the bond is generally around one month to six weeks' rent. Your bond is kept by the Residential Tenancies Bond Authority until you move out of the property. When you move out, the bond you paid will generally be refunded, less any costs incurred for cleaning or repairs that were your responsibility.

6. Complete a condition report

Before you move in, check that everything works as it should (like the oven, taps and drains, lights, heating, security systems and locks) and is in good order (like paint, floors and carpets, and glass or other window fittings).

You should note anything that needs to be fixed or replaced on the condition report, and bring it to the attention of your real estate agent or landlord, so that they are aware of it.

3. Key Things To Know When Renting A House



Rental providers (landlords) and agents must give renters this guide on or before the day they move in.

Communicating with your rental provider

You can agree to receive information from your rental provider (landlord) electronically. This includes your rental agreement, condition report, information on your renting rights, and notices (such as a notice of an inspection).

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

Bond

Depending on how much rent you pay, your rental provider (landlord) or agent can ask that you pay a bond. The maximum bond is 1 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.

If you pay a bond, it must be lodged with the Residential Tenancies Bond Authority (RTBA) within 10 business days of receiving the bond. The RTBA will then send you a receipt.

If you do not receive a receipt within 15 business days of making payment, you can contact the RTBA.

Condition report

Your rental provider (landlord) or agent must provide a condition report. They must fill in their part of the report, sign it and give you two copies before you move in.

Inspect the property and add your own notes on its condition, including any damage. Take photos if you can. Give one copy of the completed, signed report to your rental provider or agent within five business days of moving in.

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

Problems with the property when you move in

The rental provider must ensure the property is in good repair and fit to live in. It does not matter how much rent you are paying or how old the property is.

You can ask the rental provider to fix the problem. If they do not, contact us for information and advice.

Minimum standards

Rental providers (landlords) must ensure their property meets the rental minimum standards. These include rules about:

- locks and windows
- toilet, bathroom, kitchen and laundry facilities
- building structure, mould and damp
- lighting, ventilation and heating.

If the rental property does not meet the minimum standards, you can end the rental agreement before you move in. You can also request an urgent repair to make the property meet the minimum standards at any time after you move in.

Discrimination

Rental providers must not unlawfully discriminate (or tell their agent to unlawfully discriminate) against you. For example, they must not discriminate against you because of your sex, age, disability, race or religion when deciding whether to rent you a property.

Pets

If you want to keep a pet at the rental property, you must seek the rental provider's (landlord's) consent. Use the 'Pet request' form. For this form and more information, view [Pets](#).

If the 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.

Repairs and maintenance



- Urgent repairs may include the following:
- a blocked or broken toilet
- a dangerous electrical fault
- a gas leak
- a serious water leak, or flooding
- breakdown of an essential service or appliance provided by the rental provider. For example, a hot water system.

See the full list of urgent repairs at [Repairs in rental properties](#).

What to do: Contact your rental provider (landlord) or agent using their emergency phone number. They must respond without delay. If they do not, call us for information and advice.

If the rental provider does not respond quickly enough and you have to pay for an urgent repair yourself, the rental provider must pay you back, up to a limit of \$2,500.

Non-urgent repairs

Non-urgent repairs are anything not on the 'Urgent repairs' list at [Repairs in rental properties](#).

What to do: Write to your rental provider or agent telling them what needs to be repaired. You can use the 'Notice to rental provider of rented premises' form. Your rental provider or agent must respond within 14 days. If they do not, contact us for information and advice.

Maintenance

As a renter, you are 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 landlord is responsible).

Modifications

You can make certain modifications to the property without the rental provider's consent. For example:

- installing picture hooks or shelf brackets
- adding child safety gates or locks.

Rent increases

Your rental provider (landlord) or agent cannot increase the 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.

They cannot increase the rent before the end of a fixed-term rental agreement, unless the agreement states they can.

Your rental provider or agent must give you at least 60 days' notice of any rent increase. They must use the 'Notice of rent increase to renter/s of rented premises' form.

If you think a rent increase is too high

You can ask Consumer Affairs Victoria to investigate whether the increased rent is too high. We will compare it to the rent for similar properties. Contact us within 30 days of receiving a rent increase notice.

Inspections and entry to the property



Your rental provider (landlord) or agent can enter the property at a date and time that you have both agreed on. This agreement must be made within 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. Valid reasons are listed at [When a rental provider can enter a property](#).

Note: You do not 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 8am and 6pm, and not on public holidays. There are limits on how often they can enter, and for how long. These are listed at [When a rental provider can enter a property](#).

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 are at home
- they can enter if you are not at home.

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. More information: Immediate notice.

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

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 does not include the person being violent (the respondent).

For information on your renting rights if you are affected by family violence, view Family violence when renting.

Threat of eviction

A rental provider (landlord) or agent cannot evict you for using or intending to use your legal 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 are worried about getting a notice to vacate or getting evicted, contact us for information and advice.

Ending a rental agreement

You or your rental provider (landlord) 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



Tell your rental provider or agent in writing that you want to leave the property. You can use the 'Notice to rental provider of rented premises' form. In most cases, the end date on this notice cannot be before the end date on your rental agreement. More information: Renter giving notice.

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. More information: Breaking a rental agreement.

If your rental provider wants to end the rental agreement

They must give you a 'Notice to vacate' in the correct written form, including the reason for ending the agreement. In most cases, the end date on this notice cannot be before the end date on your rental agreement. More information: Giving notice to a renter.

Agreeing to end a rental agreement

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

4. Your rights and responsibilities During Tenancy



Your residential rental agreement sets out your rights and responsibilities.

Most of your rights and responsibilities are legal requirements of the Residential Tenancies Act 1997.

Your residential rental agreement is one of the documents you signed before you moved in. It is in the information kit that also has information on fire safety, getting along with neighbours and what to do if you are going to be away from your home.

Renting a home: a guide for renters is the guide to your rights and responsibilities when renting a home in Victoria approved by the Director of Consumer Affairs Victoria. It can be downloaded from Consumer Affairs Victoria.

Your responsibilities

Your responsibilities as a public housing renter include:

- Making sure you do not damage the property and that you tell us about any damage
- Making sure you keep the property reasonably clean
- Not using the property for an illegal purpose
- Not transferring your tenancy to someone else without our permission

- Not allowing another person to move into the property without our permission
- Not creating, or allowing your visitors to create, a nuisance.

5. Tips For Ending A Lease



You got a new job somewhere else, your significant other broke up with you, or maybe your apartment is just falling apart – whatever it is, it's time to leave your apartment. The only problem is that you have several months left on your lease. In this case, you'll have to try to get out of your lease without too much trouble or expense. Use the following steps to get out of a lease at the lowest cost to you.

Reading Your Lease

Look for an opt-out clause. Find your lease agreement and review it for an opt-out clause that specifies your rights and responsibilities in the event that you decide to break the lease.

This agreement may specify a timeline for giving notice of your intent to leave the lease early and may also specify penalties in the form of fines and lost security deposits.

Find a replacement renter, if necessary. Some rental agreements require that you find a replacement renter if you break your lease.[3] Others require that your landlord find a replacement renter after you give them notice of leaving the lease. In this case, you would have to pay for the intermediate months before they find a replacement for you, so plan ahead financially if this is the case. This information can be found in your lease agreement.

Check to see that your landlord is meeting his or her obligations. In most cases, your lease will also specify the required duties of the landlord, including things like responding to complaints and repair requests. If your landlord is not fulfilling their end of the bargain, you may have grounds to break your lease and move out. However, this generally requires taking your landlord to court, which may be more trouble than it's worth.

Talking to Your Landlord

Talk to your landlord as soon as possible. Because many lease agreements require advance notice when you leave your lease, it's best to communicate your intentions to your landlord as early as possible. In other words, let your landlord know as soon as you decide to go through with breaking your lease. This can give the landlord more time to prepare for your departure and may make them more likely to work with you towards an amenable resolution.

Explain your situation. Before you do anything else, simply try to explain to your landlord what your situation is. It's likely that they've had other tenants get out of leases before and are likely able to offer a few possible solutions. Hopefully, your landlord will be understanding, although there is no guarantee that they will be. This conversation is always easier if you've been a good tenant, doing things like paying your rent on time and not causing disturbances in the building.

Work with your landlord to find a replacement renter. In many states, both you and your landlord are required to work towards finding a replacement renter in the event that you leave your lease early. This replacement can be either a new renter or a sub-tenant on your lease. In either case, be prepared to pay your rent for the months until you can find a replacement renter.

Consider a termination agreement. If you are unable or unwilling to find a replacement renter, your lease or landlord may offer you the chance to simply pay your way out of the lease with a termination agreement. In many cases, this will involve paying several months rent after you move out and giving up your security deposit. However, you benefit from being immediately and completely out of your lease obligations.

Finding Loopholes in Your Lease

Check your area's laws. Every city, state, or region has its own laws. In order to know how you can legally break your lease, take a look at yours. Once you're familiar with the laws, you can then read deeper into your lease and possibly find a legal reason in your living situation to vacate.

Check to see if your lease agreement is legally valid. Many landlords use standard-form lease agreements. This can potentially lead to errors that will make the lease agreement legally invalid in your city or state. While this will require hiring a lawyer, the overall costs will likely be cheaper than paying the remainder of your rent.

Find something in your apartment that is dangerous. Your landlord is required to repair conditions that materially affect the physical health and safety of an ordinary tenant. You have to specify this condition in a notice certified return receipt to the place of which rent is normally paid, and you can't owe any rent at the time. In most cases, you must give the landlord time to make the repair, and send another written notice before you can take legal action.

Take action if the landlord has violated your right to privacy . If your landlord is violating your privacy rights, that is also grounds for legally breaking a lease. He or she is only allowed on the premises with your knowledge.

5.1. Mistakes To Avoid During Bond Cleaning



Rental inspections are tough to handle because of high cleanliness standards and landlord's fussiness. According to the rental laws in Victoria, property managers/owners and agents have the right to withhold a part of or full bond amount if the property is not clean and shiny.

As a responsible tenant, you should complete your duties, fix the damages (except normal wear and tear) and return the property to its original condition.

Apart from this, hire budget end of lease cleaning Melbourne to remove stubborn stains, grime and grease before the final inspection. This will protect you from unwanted disputes and bond deductions.

However, most people do bond cleaning themselves and make silly mistakes, which, in turn, leads to rental conflicts. Leaving important areas dirty, using the wrong cleaning methods and not following the approved checklists are common mistakes that may deduct your hard-earned bond money.

If you want to pass your inspection, avoid the following mistakes during end of lease cleaning.

1. Not Reviewing The Property Condition Report



Don't rush the cleaning process at the end of your tenancy. Instead, take a deep breath and think like a professional. Reviewing the Property Condition Report you filled out at the start of your tenancy is always good.

This helps you know the existing damages and dirt-laden areas or mould that are not your responsibility to tackle. So, thoroughly check the report and inspect your property inside and out.

2. Overlooking The Pre-Approved Checklist

Bond cleaning is one of the most complicated tasks because landlords thoroughly inspect the property and check every nook and cranny before returning the bond money.

Many people underestimate this type of cleaning and spruce up only the visible areas and end up losing their hard earned deposited security.

So, if you want to pass the rental inspection, follow a proper pre-approved checklist.

This standard cleaning checklist includes every inch of the premises, rooms and important areas, such as ceiling fans, blinds, curtains, kitchen appliances, rangehood, bathroom surfaces, etc.

Make sure you follow this approved checklist and transform it into a sparkling glory without missing out on important spots.

3. Not Arranging Necessary Cleaning Supplies

A warrior also needs proper weapons to win a battle. Similarly, you need proper cleaning tools to fight against stubborn stains, grime, grease, mould and other allergens.

Many people need to remember to stock up on all the necessary tools and supplies, and this can save a lot of time during the process.

If you want to clean like a pro, make sure you gather all the necessary supplies, such as:

- A vacuum cleaner
- Broom and dustpan
- Microfiber mop
- Duster
- Sponges
- Brushes

- Microfiber cloths
- White vinegar
- Baking soda
- Warm water, etc

Instead of buying store-bought cleaners, use these natural ones and keep your house safe and sound.

4. Scrubbing Carpet Stains Too Abrasively



Carpets and rugs are an integral part of any living space. It should look clean and shiny. However, most people make a mistake by rubbing carpet stains too hard and damaging its fibres.

According to professional end of lease cleaners Melbourne, you should always blot the stain using vinegar and warm water. Take a damp cloth and blot it over the affected area. This will transfer the stain without causing any damage or discolouration.

5. Leaving Windows Dull & Dirty

Are you overlooking windows when sprucing up your rented property at the end of your tenancy? This can lead to a dispute or conflict with your landlord.

So, clean your windows inside and out (if accessible) and remove dirt and dust using a microfiber cloth and vacuum machine.

Spray vinegar and warm water on windows, sills, frames and glasses to get rid of stubborn stains. Run a squeegee and achieve streak-free windows to impress your fussy landlord.

6. Not Sprucing Up Kitchen Appliances



Baked-on grease, grime, stuck food particles, etc, on your microwave, oven and refrigerator can become a prime cause for bond deduction. If you want to pass the rental inspection, make sure you deep clean your appliances inside and out using natural cleaning supplies.

Make sure you disinfect the key hotspots in your kitchen to banish germs and bacteria.

7. Overlooking Outdoor Areas

Tenants usually forget to clean the exterior of a rented property and end up losing bond money.

According to the rental laws in Melbourne, a property manager checks the outdoor areas as well. This includes cleaning your garage, patio, exterior walls, decks, driveway and hallway.

Since pressure washing is not included in the bond cleaning service, you need to quote separately when booking your expert end of lease cleaning Melbourne, Victoria.

Conclusion

In conclusion, renting a home in Melbourne presents both opportunities and challenges for tenants. While the city offers a rich tapestry of neighborhoods and amenities, securing a rental property requires diligence, patience, and a clear understanding of the market dynamics. By conducting thorough research, actively participating in the rental process, and staying informed about tenant rights, individuals can navigate Melbourne's rental market with confidence. With the right approach, tenants can find a place to call home and fully embrace the vibrant lifestyle and cultural offerings of this dynamic city.

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