

THE RESIDENTIAL TENANCIES ACT

Residential leasing arrangements in the Northern Territory are covered by the *Residential Tenancies Act*, which is administered by NT Consumer Affairs through the Commissioner of Tenancies*.

CHAT TO THE EXPERTS

Consumer Affairs is here to help with any questions you may have about renting in the Territory.

Advice to both tenants and landlords in the NT is free and accessible.

For more information, go to:
www.consumeraffairs.nt.gov.au

or



NT Consumer Affairs

CONTACT US

Phone: 1800 019 319 or (08) 8999 1999

Email: consumer@nt.gov.au

Post: PO Box 40946, Casuarina NT 0811

SMS: 040 111 6801

VISIT US

Level 1, The Met Building, 13 Scaturchio St, Casuarina

**With the exception of holiday accommodation; boarders or lodgers where there are less than three residing in the premises; caravans or mobile homes that are in caravan parks; and emergency or charitable accommodation.*

NORTHERN TERRITORY

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RENTING IN THE NORTHERN TERRITORY



NT Consumer Affairs

www.consumeraffairs.nt.gov.au

RENTING IN THE NT?

FACTS FOR TENANTS

A lease, whether in writing or not, is a legally binding contract and a big commitment. As a tenant, you have legal rights and responsibilities under the *Residential Tenancies Act*.

It is important that you understand your obligations as a tenant and those of your landlord before you commit to a lease.

Landlords must:

- ensure the property is safe and in a good state of repair.
- ensure the property is reasonably secure.
- maintain all fixtures and fittings.
- observe the tenant's right to 'quiet enjoyment' of the property.
- give the required amount of notice set down in the lease if they need to enter the premises for maintenance or inspection purposes.

Tenants must:

- comply with the terms of the lease.
- pay the rent on time.
- pay the rent as indicated by the lease.
- keep the property reasonably clean.
- in writing, notify the landlord of any maintenance or repairs required.

FREQUENTLY ASKED QUESTIONS

What can I do if I consider my rent is excessive or my landlord wishes to increase my rent by a significant amount?

Consumer Affairs can provide advice in relation to rent increases. There are laws to protect tenants from excessive rents.

How do I arrange repairs to the property I'm renting?

If something breaks, leaks or needs repairing, the tenant is required to contact the landlord or landlord's agent in writing as soon as the fault occurs.

Can I break my lease before it is due to expire?

You may move out of the property before the end of the fixed term but you are responsible for the rent for the remaining period of the lease or until the premises are re-let.

I moved out of my rental property six months ago and have not had my bond returned. What can I do?

In the first instance contact the landlord or agent and ask for the bond. Landlords must return it within seven business days of you vacating the property. If you have any difficulties please contact Consumer Affairs.

If the tenant does not claim the bond within six months of the end of the lease, landlords and agents are required to pay unclaimed residential tenancy bond monies into the Tenancy Trust Account.

If you think you have an unclaimed bond, search the database at:

www.nt.gov.au/justice/consaffairs/unclaimed_bonds.shtml

My lease is expiring and I want to extend it, but my rent is being increased. Is the landlord allowed to do this?

Yes, if both parties agree to the increase and a new lease is in place. If no agreement on the rent increase can be reached, the tenant is free to secure another rental property.

