

Government Employee Housing



Landlord / Tenant – What are their roles?

Current Residential Tenancies Legislation describes the relationship between landlords and tenants. This relationship involves both parties having certain rights and obligations, which are broadly defined as follows:

The Landlord

The landlord rents residential premises to tenants. The landlord is subject to certain requirements of the Residential Tenancies Act. One of these requirements is that the landlord must ensure the premises comply with health, safety and housing standards. The landlord must provide the premises in a clean and reasonable state having regard to its age, character and location, and must maintain it to an acceptable standard. The landlord is to keep the promises made in the tenancy agreement and to supply agreed services.

The Tenant

The tenant rents residential premises from a landlord. The tenant is given possession of the premises as the tenant's home, with the same rights to privacy, peace and quiet enjoyment as a homeowner would expect. The tenant is also subject to the requirements of the Residential Tenancies Act. The tenant must therefore pay the due rent on time, keep the premises clean, repair damage caused by themselves or guests and keep the promises made in the tenancy agreement.

Government tenants are asked to be considerate of neighbours and attempt to develop and preserve a harmonious neighbourhood. They must also observe local government regulations and By-Laws including those relating to pet control, backyard burning and rubbish collection. Many Strata Corporations also have restrictions about the keeping of pets and making additions or improvements to each property.

Tenants must obtain permission from the landlord before making any modifications or additions, including hanging pictures, to the residence. Any permission given does not constitute an obligation on the part of the Landlord to purchase the addition/improvement on vacancy. The landlord may require the tenant to restore the residence to its pre-modification condition at the tenant's cost. This is most likely to happen if the tenant owned changes are not part of government housing standards, or if they are in poor condition due to age or sub-standard workmanship.

Please refer to the Residential Tenancies Act information brochure for further information.