



A guide to leaving your property

The process of moving out will vary depending on the type of lease agreement you have. You might be leaving a share house or vacating an entire property.

Many people in share houses find someone to take over their room and forget the necessary details that end their association with that property. Things like transferring the bond properly and getting their name off a lease or bills. Don't let this come back to haunt you.

Other tenants wrongly assume that because there is an end date on a lease their tenancy finishes automatically and that they can simply move out on the lease end date. In fact a tenancy continues along until either the landlord or the tenant gives valid advance notice.

All of this means that you need to think ahead about your intentions and you should be organised in your approach to moving out.

This brochure relates mainly to the tenancy issues involved in moving. For further information specifically related to the move itself, see our *Renting & Sharing a Property* booklet. Pick up a copy from the Baldwin Spencer Building or online at: www.services.unimelb.edu.au/housing/publications

The list of things to think about includes:

- When you plan to leave
- Giving notice to your landlord to END or BREAK or ASSIGN the lease (there are differences)
- Giving notice to housemates and finding someone new to move in
- Costs of moving – removalist, cleaning, paying a new bond upfront before your old one is returned (Student Financial Aid might be able to help out with this)
- Advising utility companies
- Cleaning the property
- Handing your keys back
- Final inspection / outgoing condition report
- Getting your bond back
- Change of address administration

What kind of leasing agreement do you have?

Fixed-term tenancy

A verbal or written agreement between tenant(s) and landlord running for a set period of time (usually 6 or 12 months). There is a start and end date to the tenancy. If the end date is reached and the tenancy continues without a new lease being drawn then a fixed-term tenancy becomes a periodic tenancy.

Periodic tenancy

A verbal or written agreement between tenant(s) and landlord that runs from week to week or month to month.

Co-tenancy

You and your housemates have a joint agreement with the landlord and all tenants have equal status and responsibilities. A co-tenancy may be either a fixed term or a periodic tenancy.

Sub-lease

One person has an agreement with the landlord. This person is known as the 'head tenant'. The head tenant then rents out part of the property to you. This means that the head tenant is your landlord.

Giving notice to vacate & ending your tenancy

Ending a fixed-term tenancy

If you plan to move out on the end date of the lease you must formally end the agreement by providing the landlord with 28 days Notice to Vacate in writing. If you do not provide notice your lease will change to a periodic tenancy and all obligations including rent will continue.

If your fixed-term tenancy has some time to run, and you want to leave early, you should request permission in writing from your landlord to end your lease early. Leases can be ended by mutual consent and your landlord may be obliging. However the landlord is within his/her rights to say no which means your options are to assign or break your lease.

Ending a periodic tenancy

Because there is no specified end date to the tenancy, you can give notice at any time. However you must provide 28 days Notice to Vacate in writing. This means you have to inform your landlord 28 days before you plan to move out and pay rent until that date. If you do not provide sufficient notice you may be liable for rent even though you have already left the property.

Assignment of lease

Assignment means transferring your interest in a property (your lease) to another person. You must get your landlord's consent to assign but this cannot be unreasonably withheld and no fee can be charged to you for assigning.

You can find someone to take over your lease by advertising through noticeboards, websites or friends. Arrange to have the new tenant's name replace yours on the lease and always complete the Transfer of Bond form. Then you can prepare to move out as if you were ending your tenancy normally.

Breaking your lease

There are costs involved in breaking a lease. You could be liable to pay compensation costs based on the proportion of your lease that has not been fulfilled. Expenses include:

- Reletting fee (usually one or two weeks rent)
- Advertising costs
- Rent for a reasonable period until new tenants move in, or until the end of the fixed-term lease (whichever comes first)

To minimise costs you should facilitate the finding of new tenants by allowing prospective tenants to look through the property at pre-arranged times, displaying a "For Lease" sign etc.

Give your landlord as much notice as possible and advise them in writing indicating the date you intend to vacate. Keep copies for your reference. In terms of cleaning, rent etc, prepare to move as if you were ending your tenancy normally.

Receiving a notice to vacate

If the landlord wants you to move out of the property, they must give you a valid and specific Notice to Vacate. There are various reasons why your landlord can give you a Notice to Vacate and the length of the notice period depends on what reason the landlord is giving you notice.

Talk to a Student Housing Adviser if you have concerns about a notice you have received.

Vacating a share house

In some shared households it is agreed that it is the responsibility of the outgoing tenant to find someone else to replace them. In others, the people who remain in the house want to be involved in the choice of their future housemate. Be clear on who is responsible for what tasks. Your course of action will depend on whether you are named on a lease or not and what your household has discussed. As a courtesy, it is advisable to provide 28 days notice that you wish to leave. If your name is on a lease, bills or listed with the Residential Tenancies Bond Authority in relation to bond, be sure to have all documentation updated upon your move, otherwise you could be held responsible for the future actions of others. As well as leaving your room in good condition have a go at cleaning common areas before you leave.

Cleaning the property

You must clean the property thoroughly if you wish to get your bond back. This means:

- Removing all of your belongings. Don't be tempted to leave behind items that you 'think' others might use.
- Ensuring that the garden is neat and tidy.
- Paying particular attention to skirtings, bathroom, kitchen and laundry areas.
- Washing windows and cleaning the windowsills.
- Steam cleaning carpets (keep receipt).

Try cleaning products such as sugar soap and methylated spirits. Eco-friendly options include a scrubbing brush combined with baking soda in bathroom areas and vinegar on glass and tiled areas.

Finalise your bills & mail

Arrange the disconnection or removal of your name from utility bills at least three days prior to moving out (i.e. gas, electricity, water, phone). Finalise all bill payments and/or provide a forwarding address for bills to be sent to.

Organise mail redirection with Australia Post (www.movepost.com.au). Advise friends, family, University, bank, Centrelink etc of your change of address. Leave a forwarding address with your landlord/real estate agent/housemates. See over the page for a checklist of people you need to contact regarding your change of address.

Final inspection / condition report

Arrange an appointment with the landlord/agent for a final inspection - try to be present and sign the outgoing condition report. Try to make the appointment in the morning so that if further cleaning is required, you can follow up straight away.

It can be helpful to take photos as evidence of how you left the property, just in case there is any dispute about getting your bond back.

Getting your bond back

Your tenancy officially ends on the date that you have removed all possessions and belongings and returned all keys. If the landlord has issues he/she cannot just keep your bond. There are processes to be followed to claim your money. The onus will be on the landlord to prove why he/she is entitled to your bond.

- Complete the Bond Claim Form with landlord/agent at the final inspection.
- If there is something that should be addressed, try to agree on the amount due back to you. This may mean getting quotes for damage, cleaning etc.
- If you are ending your tenancy complete a Bond Claim Form.
- If you are assigning or moving out of a share house, complete a Transfer of Bond Form.
- Remember that your landlord must have your consent to claim money from your bond.

- If there is disagreement about the bond amount due back to you, your landlord has 10 business days to apply to Victorian Civil Administrative Tribunal (VCAT) to make a claim from the bond before you can apply to get it back.

ONLY SIGN FORMS WHEN ALL DETAILS ARE COMPLETED – NEVER SIGN A BLANK FORM.

The Residential Tenancies Bond Authority (RTBA) returns your money to you for to the amount stated on the Bond Claim Form. It can be deposited into your Australian bank account or issued by a cheque (which can be posted to an overseas address if required).

It helps to know your rights and responsibilities. Remember to seek advice from a Student Housing Adviser if you are unsure. Be tactful and communicative in negotiations. It helps sometimes to keep the interests of your landlord or housemates in mind when trying to work things out.

The 'I am moving' checklist

You may find the list below useful in remembering who to contact about your change of address:

-
- Australian Taxation Office (tax, HECS)
- Bank
- Centrelink
- Clubs or societies of which you are a member
- Doctor, dentist, physiotherapist
- Electoral Commission (voting)
- Employer
- Insurance company (vehicle, contents, health)
- Medicare
- Previous landlord / real estate agent
- Roads Traffic Authority (licence)
- University (SIS: <https://sis.unimelb.edu.au/>)
- Utility companies for bills (especially mobile phones that move with you!)

FOR MORE INFORMATION CONTACT:

Student Housing Services

Ground Floor, Baldwin Spencer Building

The University of Melbourne VIC 3010

T: +61 3 8344 6550 | F: +61 3 8344 5624

E: housing-info@unimelb.edu.au

www.services.unimelb.edu.au/housing

Information in this brochure was correct at the time of printing (May08/ekc).