

THE NEWSLETTER OF THE EASTERN AREA TENANTS SERVICE

SHARE HOUSING

getting your bond back

THE BOOT FACTOR

All tenants have the right to fill out a bond claim form and make a claim on their bond at the end of a tenancy. This can be done without the landlord, as the landlord's signature is not required in order for the bond to be claimed. If you are living in a share house and your name is not the only one on the bond form, you also do not need the signatures of the other tenants before making a claim on the bond.

If one party (either the landlord or the tenant) makes a claim on the bond without the signature of the other party, Renting Services, who hold the bond, will send a letter to the person not claiming the bond, letting them know that the bond has been claimed. Renting Services will allow the person not claiming the bond 14 days to stop the bond from being paid by making a claim on it through the Consumer, Trader and Tenancy Tribunal.

If no claim is made through the Tribunal, then the bond will be paid either through direct deposit into the tenants bank account (as nominated on the bond claim form) or a cheque will be sent. If the bond is refunded to the tenant through a cheque, then it will be made out to

all of the people who have their name on the bond form, not just the tenant who claimed the bond.

A landlord will be notified if a tenant has made a claim on the bond without their signature. However, **if there is more than one tenant and not all of them have signed the bond claim form, those who have not signed the form will not be notified if a claim is made on the bond.**

If you live in a share house and the tenancy is ending, make sure you know where the bond is and make arrangements for it to be claimed. Don't wait until the last minute when the bond has already been paid to another tenant, as you may have to fight for it in the local court.

For more information call
EATS 9386 9147

New \$1,000 Limit for Urgent Repairs

Good news for tenants!

Recent changes to the law now allow a tenant, who has given notice to their landlord of an urgent repair, to pay up to \$1,000 to have the broken item fixed and then claim this money back from their landlord.

Please call us if you are unsure what is covered as an "urgent repair". There are only specific items set out in the law that are considered to be an urgent repair.

If you spend money to fix an item that is not on this list, then you cannot claim this money back from your landlord.

EATS @ UNSW open to the community!

You can get free tenancy advice & information from the Eastern Area Tenants Service (EATS) at The Kingsford Legal Centre (KLC) at the University of NSW, Anzac Pde, Kensington. (opposite the Roundhouse beergarden in the Law Building) First and third THURSDAY of the month 11.00am - 1.00pm Call EATS for an appointment 9386 9147 or just drop in!

HOW TO CALCULATE YOUR RENT

You may need to calculate your rent for a number of reasons. The most common reason is when the landlord tells you that you are behind in your rent (rent arrears). In this situation, you will need to calculate your rent to determine the amount you owe. The information below is a fact sheet that will assist you in calculating your rent. Keep it in a handy place for future use!

1

HOW MUCH RENT ARE YOU REQUIRED TO PAY?

The front page of your Residential Tenancy Agreement should state:

- the **amount** of rent due,
- the **starting date** for rent payments,
- **how often** the rent is due (for example, weekly or monthly),
- the **method of payment**, (for example, cash, cheque, DEFT card etc...)

GET A RECORD OF THE RENT YOU HAVE PAID

Approach your landlord and/or real estate agent to get a rental ledger. Below is an EXAMPLE of a rental ledger for a three week period.

2

This is the date you paid the rent and the receipt number

This is the amount you paid

This is the rent as required by the tenancy agreement

This is the period of days for which rent was paid

This is the amount the landlord has in hand, it will be in debit if the rent is not paid. It is also deducted from the weekly rent to determine the "amount due".

Date	Reference	Paid	Description	Rent	Amount Due	Paid From	To	In Hand
16/5/05	394857	\$630	Rent - direct deposit	\$630 weekly	\$630	15/5/05	21/5/05	\$0
23/5/05	398493	\$650	Rent- direct deposit	\$630 weekly	\$630	22/5/05	28/5/05	\$20
30/5/05	398475	\$600	Rent - direct deposit	\$630 weekly	\$610	29/05/05	4/6/05	-\$10

CALCULATE YOUR RENT

3

You must first determine the rent you are required to pay on a daily basis. This can be done as follows:

$$\text{\$ weekly rent} / 7 \text{ days} = \text{\$ daily rent}$$

Once you have calculated the rent you are required to pay per day, there is a simple formula that can be used to determine whether you are in rental arrears and by how much.

The formula is illustrated over page.

This is the daily rent calculation you did over page

This is the number of days you have been renting, from the first day of the tenancy until the present day

Use the rental ledger to add up all the rental payments you have made

This is the amount you are in rental arrears

$(\$ \text{ daily rent} \times n \text{ days}) - \$ \text{ total rent you have paid} = \$ \text{ AMOUNT OWING}$

PREPARE YOUR OWN RENTAL LEDGER

In STEP 3 you calculated the total amount you are in rental arrears. Now you will need to determine when you fell into rental arrears during your tenancy.

To do this, prepare your own ledger using the format below. This will require you to extract information from your landlord's or real estate agent's rental ledger.

4

This is the date you paid the rent

This is the rent as required by the tenancy agreement

This is the amount you paid

THIS IS THE MOST IMPORTANT COLUMN: it tells you when you fell into rental arrears and by how much

This is the period of days for which rent was paid

Date	Rent	Payor	Amount Paid	Owing	Days Paid	Paid From	To
16/5/05	\$630	Tenant	\$630	\$0	7	15/5/05	21/5/05
23/5/05	\$630	Tenant	\$650	-\$20	7	22/5/05	28/5/05
30/5/05	\$630	Tenant	\$600	\$10	7	29/05/05	4/6/05

This is who paid the rent - remember! sometimes it will be the Department of Housing if you are receiving a subsidy

FROM THE ADVICE LINE

A tenant called EATS recently after receiving a notice pursuant to section 63 of the Real Property Act 1900. What she had received was a letter serving as Notice from the Mortgagee (the Lender, usually a bank) demanding that the rent on the property be paid to them. This notice is given because the landlord is in default or, has not paid his/her loan for the property you are renting. Section 63 of the Real Property Act suspends the mortgagor's (the landlord's) right to receive rent during the time of his/her default.

Even though the mortgagee is now entitled to receive your rent, they are not your landlord (your landlord has not changed) and your tenancy agreement has not ended. In order for the mortgagee to end your tenancy they will need to apply to take possession of your house in the Supreme Court.

If you receive a notice from the mortgagee or a Supreme Court order, you should contact EATS on 9386 9147 immediately!

THE BOOT FACTOR

is published by the
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TELEPHONE ADVICE (02) 9386 9147

Monday: 9.00am - 1.00pm

Tuesday: 9.00am - 5.00pm

Thursday: 9.00am - 1.00pm

Friday: 9.00am - 1.00pm

EATS is a FREE service for all tenants in the
Woollahra, Waverley & Randwick LGAs.

FREE SUBSCRIPTION

Please complete and return to
PO Box 1091
Bondi Junction NSW 1355
f. 9389 9824
eats_nsw@clc.net.au

Name:.....

Address:.....

Phone:.....

Please tick your tenancy type:

Private Public (DoH)

Share housing

Boarder/Lodger Community

Thank you for your support.

We welcome your feedback about

THE BOOT FACTOR

HAPPINESS IS A SECURE HOME

Life tenure has always been considered a 'right' in public housing, however from 1 July 2005 all new tenancies commencing in NSW are on the basis of fixed term leases. This means that new Department of Housing (DoH) tenants no longer have life tenure. According to the DoH Fixed Term Leasing information, there are three categories of fixed term leases based on the extent and duration of client need. The four factors considered by the DoH are age, medical/disability, family structure and type of income.

The so-called "long term" 10 year lease is given to those assessed as having long term housing needs that are unlikely to decline over the next 5 years. The "medium term" 5 year lease is allocated to those tenants assessed as having housing and support needs that will continue over the next 5 years. The "short term" 2 year lease is assigned to those assessed with transitional or temporary support needs. The change comes under the umbrella of the NSW Government's reform entitled, "Reshaping Public Housing" and represents a highly significant change in the way the state government controls public housing.

A report by Jeanette Lewis in the Australian Housing and Urban Research Institute (AHURI) Bulletin of August 2006 has confirmed that **being secure in housing reduces stress, gives people a sense of autonomy, identity and control over their living environment. Housing security also benefits children's education and social cohesion.**

According to the AHURI report the effect that security of tenure

has on workplace participation has not been determined. It can assist by raising self-esteem, stabilising residency and reducing stress and housing concerns. However the financial gains of employment are often reduced by receiving less pension and benefits and increases to tax and rents resulting in no or even a lower income for public housing tenants. The low rewards and barriers to participating in paid work make it not surprising that people will forgo employment to remain in public housing.

Research sourced by AHURI found that stability in housing allows people to develop supportive relationships with others in the community including professional services providers such as GP's. It can also assist family stability.

Residential stability enables people to feel more in control, less stressed and allows both parents and children to focus on longer term goals such as personal relationships and education. The AHURI report states that a home is a source of people's sense of identity, security, independence and control which may be a key mechanism in alleviating stress levels and raising self-esteem.

Although the report believes that it is not possible to conclude that households benefit more by security of tenure over tenure for life or fixed term tenures as more research needs to be done into those forms of tenure. It is clear that security of tenure does benefit a tenant's health and wellbeing and family stability.

The full text of the AHURI report is available at http://www.ahuri.edu.au/publications/download/rap_issue_78

This newsletter is primarily intended to be for people who live in, or are affected by, the state laws of New South Wales, Australia. The Boot Factor is intended to be a guide to the law and practice only. You should seek expert advice and assistance if you are faced with a specific problem. For further advice contact the Eastern Area Tenants Service 9386 9147.