

# Residential Rental Agreement

*Residential Tenancies Act 1997* Section 26(1)

Residential Tenancies Regulations 2019 Regulation 10(1) – Schedule 1 Form 1

- This is your residential rental agreement. It is a binding contract under the *Residential Tenancies Act 1997* (the Act)
- The terms are contained in Parts A, B, C and E. Please refer to Part D of this form for a summary of rights and obligations.
- Do not sign this agreement if there is anything on it that you do not understand. Please refer to [Renting a home: A guide for tenants](#) for details about your rights and responsibility.
- For further information visit the renting section of the Consumer Affairs (CAV) website at [consumer.vic.gov.au/renting](http://consumer.vic.gov.au/renting) or call 1300 558 181.

## Part A – Basic terms

The residential rental agreement (the agreement) is between the residential Rental Provider (the Rental Provider) and the Renter listed on this form.

### 1 Date of agreement

This is the date you sign the agreement

### 2 Premises let by the Rental Provider

Address of premises

<input type="text"/>	Postcode
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### 3 Rental Provider details

Company name

Common Equity Housing Limited

Address

Level 1, 112 Balmain Street, Cremorne, VIC

Postcode

3121

Phone number

03 9208 0800

ACN (if applicable)

006 546 658

Email address

[info@cehl.com.au](mailto:info@cehl.com.au); or [tenancy@cehl.com.au](mailto:tenancy@cehl.com.au)

#### 4 Renter details

Full name of **Renter 1**

Current address  Postcode

Phone number

Full name of **Renter 2**

Current address  Postcode

Phone number

#### 5 Length of the agreement

Fixed term agreement      Start date  (this is the date the agreement starts and you can move in)

End date

Periodic agreement      Start date   
(for example, monthly)

**Note:** If a fixed term agreement ends, and the Renter and Rental Provider do not enter into a new fixed term agreement, a periodic (for example, month by month) rental agreement will be formed.

#### 6 Rent

Rent amount (\$)  Per week  
(payable in advance)

To be paid per       week       fortnight

Date first rent payment due

#### 7 Bond

The Renter must pay the bond specified below.

Unless the rent is greater than \$900 (per week), the maximum bond taken must not be more than one month's rent.

The Rental Provider or agent must lodge the bond with the Residential Tenancies Bond Authority (RTBA).

The bond must be lodged within 10 days after receiving payment. The RTBA will send the Renter a receipt for the bond.

If the Renter does not receive a receipt within 15 business days from when they paid the bond, they can:

Email [rtba@justice.vic.gov.au](mailto:rtba@justice.vic.gov.au), or

Call the RTBA on 1300 13 71 64

Bond amount (\$)

Date bond payment due

## Part B – Standard terms

### 8 Rental Provider's preferred method of rent payment

- The Rental Provider must permit at least one fee free payment method and must allow the Renter to use Centrepay or another form of electronic funds transfer.
- The renter is entitled to receive a receipt from the rental provider confirming payment of rent.

(Rental Provider to tick permitted methods of rent payment)

Centrepay (Centrelink)

How to set up Centrepay

[www.servicesaustralia.gov.au/individuals/services/centrelink/centrepay/how-use-it/set-deductions](http://www.servicesaustralia.gov.au/individuals/services/centrelink/centrepay/how-use-it/set-deductions)

CEHL CRN: 555-053-241-S

CEHL ABN: 97 006 546 658.

Bank Deposit

Account Name: VWCHA Rental

Bank: Westpac Banking Corporation

BSB No: 033-000

Account: 87-7604

Deposit Reference: \_\_\_\_\_

### 9 Service of notices and other documents by electronic communication

- Service of documents must be in accordance with the requirements of the *Electronic Transactions (Victoria) Act 2000*.
- Electronic service of documents must be in accordance with the requirements of the *Electronic Transactions (Victoria) Act 2000*.
- Just because someone responds to an email or other electronic communications, does not mean they have consented to the service of notices and other documents by electronic methods.
- The renter and rental provider must notify the other party in writing if they no longer wish to receive notices or other documents by electronic methods.
- The renter and the rental provider must immediately notify the other party in writing if their contact details change.

#### 9.1 Does the Rental Provider agree to the service of notices and other documents by email?

The Rental Provider must complete this section before giving the agreement to the Renter.

(Rental Provider to tick as appropriate)

Yes, email address

No

#### 9.2 Does the Renter agree to the service of notices and other documents by email?

(Renter to tick as appropriate)

Renter 1  Yes, email address

No

Renter 2  Yes, - insert email address, mobile phone number or other electronic contact details

No

**Note:** If there are more than four Renters, include details on an extra page.

### 9.3 Change of email

The Renter and the Rental Provider must immediately notify the other party in writing if their email address changes.

### 9.4 Withdrawal of consent

The Renter and Rental Provider must notify the other party in writing if they choose to withdraw consent to electronic service of documents. Once they have given notice, no documents are to be sent by email.

## 10 Urgent repairs

- The rental provider must ensure that the rental property is provided and maintained in good repair.
- If there is a need for an urgent repair, the renter should notify the rental provider in writing.
- For further information on seeking repairs, see **Part D** below.

Details of person the Renter should contact for an urgent repair during business hours

Emergency contact name

Emergency phone number

Emergency email address

Details of person the Renter should contact for an urgent repair outside business hours

Emergency contact name

Emergency phone number

## 11 Professional cleaning

The Rental Provider must not require the Renter to arrange professional cleaning unless this is needed to restore the premises to the condition they were in at the start of the tenancy – allowing for fair wear and tear. The need for professional cleaning will be considered at the end of the tenancy.

If professional cleaning is necessary:

- (a) the Renter must have all or part of the premises professionally cleaned, or
- (b) the Renter must pay the cost of having all or part of the rented premises professionally cleaned.

## 12 Owners corporation

Do owners corporation rules apply to the premises?  Yes  No

If yes, the Rental Provider must attach a copy of the rules to this agreement.

Both parties shall comply with the provisions of the Articles of Association of the Service Company and/or Rules of the Owners Corporation, if relevant, as they apply to each party.

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### 13 Condition report

The renter must be given two copies of the condition report (or one emailed copy) on or before the date the renter moves into the rented premises.

(Rental provider to tick as appropriate)

- The condition report has been provided
- The condition report will be provided to the renter on or before the date the agreement starts

SAMPLE

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## Part C – Safety related activities

### 14 Electrical safety activities

- (a) The Rental Provider must ensure an electrical safety check of all electrical installations, fittings and appliances provided by a Rental Provider in the rented premises is conducted every two years by a licensed or registered electrician and must provide the Renter with the date of the most recent safety check on request by the Renter.
  - (b) If an electrical safety check of the rented premises has not been conducted within the last two years at the time the Renter occupies the premises, the Rental Provider must arrange an electrical safety check as soon as practicable.
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### 15 Gas safety activities

This safety-related activity only applies if the rented premises contains any appliances, fixtures or fittings which use or supply gas.

- (a) The Rental Provider must ensure that a gas safety check of all gas installations and fittings in the rented premises is conducted every two years by a licensed or registered gasfitter and must provide the Renter with the date of the most recent safety check on request by the Renter.
  - (b) If a gas safety check has not been conducted within the last two years at the time the Renter occupies the premises, the Rental Provider must arrange a gas safety check as soon as practicable.
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### 16 Smoke alarm safety activities

- (a) The Rental Provider must ensure that:
  - (i) any smoke alarm is correctly installed and in working condition
  - (ii) any smoke alarm is tested according to the manufacturer's instructions at least once every 12 months, and
  - (iii) the batteries in each smoke alarm are replaced as required.
- (b) The Rental Provider must immediately arrange for a smoke alarm to be repaired or replaced as an urgent repair if they are notified by the Renter that it is not in working order.
- (c) The Rental Provider, on or before the occupation date, must provide the Renter with the following information in writing:
  - (i) information about how each smoke alarm in the rented premises works
  - (ii) information about how to test each smoke alarm in the rented premises, and
  - (iii) information about the Renter's obligations to not tamper with any smoke alarms and to report if a smoke alarm in the rented premises is not in working order.
- (d) The Renter must give written notice to the Rental Provider as soon as practicable after becoming aware that a smoke alarm in the rented premises is not in working order.

**Note:** Regulations made under the *Building Act 1993* require smoke alarms to be installed in all residential buildings.

### 17 Swimming pool barrier safety activities

- (a) These safety-related activities only apply if the rented premises contains a swimming pool.
  - (b) The rental provider must ensure that the pool barrier is maintained in good repair.
  - (c) The renter must give written notice to the rental provider as soon as practicable after becoming aware that the swimming pool barrier is not in working order.
  - (d) The rental provider must arrange for a swimming pool barrier to be immediately repaired or replaced as an urgent repair if they are notified by the renter that it is not in working order.
  - (e) The rental provider must provide the renter with a copy of the most recent certificate of swimming pool barrier compliance issued under the *Building Act 1993* on the request of the renter.
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### 18 Relocatable swimming pool safety activities

These safety-related activities only apply if a relocatable swimming pool is erected, or is intended to be erected, at the rented premises.

(a) The renter must not put up a relocatable swimming pool without giving written notice to the rental provider before erecting the pool.

(b) The renter must obtain any necessary approvals before erecting a relocatable swimming pool.

Note: Regulations made under **Building Act 1993** apply to any person erecting a relocatable swimming pool. This safety-related activity only applies to swimming pools or spas that can hold water deeper than 300 mm.

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## 19 Bushfire prone area activities

- (a) This safety-related activity only applies if the rented premises is in a bushfire prone area and is required to have a water tank for bushfire safety.
- (b) If the rented premises is in a designated bushfire-prone area under section 192A of the **Building Act 1993** and a water tank is required for firefighting purposes, the rental provider must ensure the water tank and any connected infrastructure is maintained in good repair as required.
- (c) The water tank must be full and clean at the commencement of the agreement.

## Part D – Rights and obligations

This is a summary of selected rights and obligations of **Renters** and **Rental Providers** under the *Residential Tenancies Act 1997* (the Act).

Any reference to VCAT refers to the Victorian Civil and Administrative Tribunal.

For more information, visit [consumer.vic.gov.au/renting](http://consumer.vic.gov.au/renting)

### Use of the premises

#### The Renter:

- is entitled to quiet enjoyment of the premises. The Rental Provider can only enter the premises in accordance with the Act
- or their visitor(s) must not use the premises for illegal purposes
- or their visitor(s) must not cause a nuisance or interfere with the reasonable peace, comfort or privacy of neighbours
- or their visitor(s) must avoid damaging the premises and common areas nor permit any household member, visitor or animal in their care to do so. Common areas include hallways, driveways, gardens and stairwells. Where damage occurs, the Renter must notify the Rental Provider in writing
- must keep the premises reasonably clean.

### Condition of the premises

#### The Rental Provider:

- must ensure that the premises comply with the rental minimum standards, and is vacant and reasonably clean when the Renter moves in
- must maintain the premises in good repair and in a fit condition for occupation
- agrees to do all the safety-related maintenance and repair activities set out in Part C of the agreement.

#### The Renter:

- must follow all safety-related activities set out in Part C of the agreement and not remove, deactivate or interfere with safety devices on the premises.

### Modifications

#### The Renter:

- can make some modifications without seeking consent. These modifications are listed on the Consumer Affairs website
- must seek the Rental Provider's consent before installing any other fixtures or additions
- can apply to VCAT if they believe that the Rental Provider has unreasonably refused consent for a modification mentioned in the Act
- at the end of the agreement, must restore the premises to the condition it was in before they

moved in (excluding fair wear and tear). This includes removing all modifications.

#### The Rental Provider:

- must not unreasonably refuse consent for certain modifications.

A list of the modifications that the Rental Provider cannot unreasonably refuse consent for is available on the Consumer Affairs website [www.consumer.vic.gov.au/renting](http://www.consumer.vic.gov.au/renting).

### Locks

- The Rental Provider must ensure the premises has:
  - locks to secure all windows capable of having a lock, and
  - deadlocks (a deadlock is a deadlatch with at least one cylinder) for external doors.
- The Renter must obtain consent to change a lock in the master key system from the Rental Provider.
- The Rental Provider must not unreasonably refuse consent for a Renter seeking to change a lock in the master key system.
- The Rental Provider must not give a key to a person excluded from the premises under a:
  - family violence intervention order
  - family violence safety notice
  - recognised non-local DVO
  - personal safety intervention order.

### Repairs

- Only a suitably qualified person must do repairs – both urgent and non-urgent.

#### Urgent repairs

Section 3 of the Act defines *urgent repairs*. Refer to the Consumer Affairs Victoria website for the full list of urgent repairs and for more information, visit [consumer.vic.gov.au/urgentrepairs](http://consumer.vic.gov.au/urgentrepairs).

Urgent repairs include failure or breakdown of any essential service or appliance provided for hot water, cooking, heating or laundering supplied by the Rental Provider.

A Renter may arrange for urgent repairs to be done if the Renter has taken reasonable steps to arrange for the Rental Provider to immediately do the repairs; and the Rental Provider has not carried out the repairs.



If the Renter has arranged for urgent repairs, the Renter may be reimbursed directly by the Rental Provider for the reasonable cost of repairs up to \$2,500.

The Renter may apply to VCAT for an order requiring the Rental Provider to carry out repairs if:

- the Renter cannot meet the cost of the repairs, or
- the cost of repairs is more than \$2,500, or
- the Rental Provider refuses to pay the cost of repairs if it is carried out by the Renter.

#### **Non-urgent repairs**

- The Renter must notify the Rental Provider as soon as practical of:
  - damage to the premises
  - breakdown of facilities, fixtures, furniture or equipment supplied by the Rental Provider.
- The Rental Provider must carry out non-urgent repairs in reasonable time.
- The Renter can apply to VCAT for an order requiring the Rental Provider to do the repairs if the Rental Provider has not carried out the repairs within **14 days**.

#### **Assignment or sub-letting**

##### **The Renter:**

- must not assign (transfer to another person) or sub-let the whole or any part of the premises without the written consent of the Rental Provider.

##### **The Rental Provider:**

- cannot unreasonably withhold consent to assign or sub-let the premises
- must not demand or receive a fee or payment for consent, other than the reasonable cost to prepare a revised written agreement.

#### **Rent**

- The Rental Provider must give the Renter at least 60 days' notice of a proposed rent increase.
- Rent cannot be increased more than once every 12 months.
- The Rental Provider must not increase the rent under a fixed term agreement unless the agreement provides for an increase. **Market Rents**  
Each CEHL property has a Market Rent that is related to the property. The Market Rent is detailed in your Residential Rental Agreement and is based on the private rental market in the same location.

As a Renter, you pay the amount under your residential rental agreement. This will increase each year in line with the requirements that are outlined in Division 3 - Rents of the Residential Tenancies Act (1997) - CEHL will issue you a Notice of a Rent Increase under this section of the RTA.

#### **Access and Entry**

- The Rental Provider can enter the premises:
  - to do an inspection but not more than once every 6 months
  - to comply with the Rental Provider's duties under the Act
  - to conduct an open inspection to sell, rent or value the premises
  - to take images or video for advertising
  - if they believe the Renter has failed to follow their duties under the Act
  - to do a pre-termination inspection where the Renter has applied to have the agreement terminated because of family violence or personal violence.
- The **Renter** must allow entry to the premises where the Rental Provider has followed proper procedure.

#### **Pets**

- The Renter must seek consent from the Rental Provider before keeping a pet on the premises by using CAV Pet Request Form available from <https://www.consumer.vic.gov.au/housing/renting/applying-for-a-rental-property-or-room/pets-and-renting>
- The Rental Provider must not unreasonably refuse a request to keep a pet.

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## Part E – Additional terms

### 20 Further details (if any)

List any additional terms to this agreement. The terms listed must not exclude, restrict or modify any of the rights and duties included in *Residential Tenancies Act 1997* (the Act).

Additional terms must also comply with the Australian Consumer Law (Victoria). For example, they cannot be unfair terms. Contact us on 1300 55 81 81 for further information or visit [consumer.vic.gov.au](http://consumer.vic.gov.au)

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### 21 Termination by Renter

- (a) If the **Renter** wishes to terminate **This Agreement**, a written notice of the **Renter's** intention to vacate must be given to the **Rental Provider** at the **Rental Provider's** Registered Office not less than 28 days prior to vacating, or 14 days if they have been offered and accepted alternate accommodation by a registered housing agency, public housing authority, or special or personal care provider.
- (b) The **Renter** will, at the termination of **This Agreement**, give up to the **Rental Provider** the premises and all keys which are then in the **Renter's** possession or control.
- (c) The **Renter** acknowledges that it is the **Renter's** responsibility, upon termination of the agreement, to deliver the keys to the premises to the **Rental Provider** and the **Renter's** obligation to pay rent shall not cease until the keys are delivered to the **Rental Provider**.

### 22 Locks

- (a) If the **Rental Provider** or **Renter** changes any external door lock, he or she must as soon as practicable give a key to the lock to the other party. The **Rental Provider** shall only enter the premises by use of the key so provided in case of emergency or in accordance with the Residential Tenancies Act.
- (b) The **Renter** who wishes to change the lock in a master key system must obtain the **Rental Provider's** consent before changing that lock. The **Renter** shall pay for the replacement of any key lost by the **Renter**.

### 23 Rubbish

The **Renter**:

- (a) Shall dispose of all household rubbish including recyclables in accordance with the requirements of the common area manager, the owners corporation, the local government authority and/or the appointed contractor.
  - (b) Will not deposit or allow to accumulate rubbish (including bottles, cardboard boxes, timber, motor vehicles or parts thereof) in or around the premises, and will be responsible for its removal and proper disposal on request by the **Rental Provider**.
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### 24 Liquid Fuel Heaters and Cooking Appliances

The **Renter** shall not keep or use inside the premises any portable kerosene or LPG heaters, barbeques, oil burning heater or similar devices.

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### 25 Variation

**This Agreement** may only be varied by agreement in writing signed by the **Rental Provider** and the **Renter**.

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### 26 Lighting Tubes and Globes

The **Renter** shall, at the **Renter's** expense, replace all lighting tubes and globes in the premises which wear out or become defective during the period of **This Agreement**, except that if such defect is proven to be caused by faulty wiring.

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### 27 Outdoor Maintenance

The **Renter** agrees to maintain any private outdoor area, to keep the area clean and tidy and to ensure that items placed in these areas cannot cause a hazard to the property or neighbouring occupants.

The **Rental Provider** is responsible to ensure that any common outdoor area is maintained.

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### 28 Apartments

Where the premises form part of a larger building, the **Rental Provider** has the right to make and/or alter rules and regulations for the premises and the **Renter**, by which rules and regulations the **Renter** will be bound PROVIDED THAT such rules and regulations shall not have the effect of excluding, restricting or modifying the application to **This Agreement** of the said Act.

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### 29 Service and Utility Charges

Where applicable, the **Renter** will pay service fees as listed on Schedule D of **This Agreement** to the **Rental Provider** for the provision of services to the property.

Under **This Agreement** the **Renter** is responsible for the use of any electricity, gas and water consumed at the premises, and must notify the appropriate suppliers or authorities of their mailing address for billing purposes. Where bottled gas is provided, the Rental Provider pays for the supply or hire of bottles and the Renter pays for the gas.

### 30 Danger

**Renter** or any other occupant or visitor to the rented premises must not threaten, intimidate or in any way endanger the **Rental Provider**, their agent or their contractor.

### 31 National Rental Affordability Scheme (NRAS)

If NRAS applies to the property additional regulations apply, further details can be found on the Department of Social Services website, link below

[www.dss.gov.au/housing-support/programs-services/housing/national-rental-affordability-scheme/nras-tenants](http://www.dss.gov.au/housing-support/programs-services/housing/national-rental-affordability-scheme/nras-tenants)

### 32 Signatures

This agreement is made under the Act.

Before signing you must read the relevant information in **Part E – Rights and obligations** of this form.

#### Rental Provider

Signature of  
residential  
Rental Provider 1

Date

#### Renter(s)

All Renters listed must sign this residential rental agreement.

Signature of Renter 1

Date

Signature of Renter 2

Date

## Help or further information

For further information, contact your CEHL Tenancy Coordinator email [info@cehl.com.au](mailto:info@cehl.com.au) or call **1800 353 669**. Or visit the Renting section – Consumer Affairs Victoria website at [www.consumer.vic.gov.au/renting](http://www.consumer.vic.gov.au/renting) or call the Consumer Affairs Victoria Helpline on **1300 55 81 81**.

## Telephone interpreter service

If you have difficulty understanding English, contact the Translating and Interpreting Service (TIS) on 131 450 (for the cost of a local call) and ask to be put through to an Information Officer at Consumer Affairs Victoria on 1300 55 81 81.

### Arabic

إذا كان لديك صعوبة في فهم اللغة الإنكليزية، اتصل بخدمة الترجمة التحريرية والشفوية (TIS) على الرقم 131 450 (بكلفة مكالمة محلية) واطلب أن يوصلوك بموظف معلومات في دائرة شؤون المستهلك في فكتوريا على الرقم 1300 55 81 81.

**Turkish** İngilizce anlamakta güçlük çekiyorsanız, 131 450'den (şehir içi konuşma ücretine) Yazılı ve Sözlü Tercümanlık Servisini (TIS) arayarak 1300 55 81 81 numaralı telefondan Victoria Tüketici İşleri'ni aramalarını ve size bir Danışma Memuru ile görüşmelerini isteyiniz.

**Vietnamese** Nếu quý vị không hiểu tiếng Anh, xin liên lạc với Dịch Vụ Thông Phiên Dịch (TIS) qua số 131 450 (với giá biểu của cú gọi địa phương) và yêu cầu được nối đường dây tới một Nhân Viên Thông Tin tại Bộ Tiêu Thụ Sự Vụ Victoria (Consumer Affairs Victoria) qua số 1300 55 81 81.

**Somali** Haddii aad dhibaato ku qabto fahmida Ingiriiska, La xiriir Adeega Tarjumida iyo Afcelinta (TIS) telefoonka 131 450 (qiimaha meesha aad joogto) weydiisuna in lagugu xiro Sarkaalka Macluumaadka ee Arrimaha Macmiilaha Fiktooriya tel: 1300 55 81 81.

### Chinese

131 450  
Consumer Affairs Victoria 1300 55 81 81

**Serbian** Ако вам је тешко да разумете енглески, назовите Службу преводилаца и тумача (Translating and Interpreting Service – TIS) на 131 450 (по цену локалног позива) и замолите их да вас повежу са Службеником за информације (Information Officer) у Викторијској Служби за потрошачка питања (Consumer Affairs Victoria) на 1300 55 81 81.

**Amharic** በእንግሊዝኛ ቋንቋ ለመረዳት ትገባዎት፣ ማስተማር ተገቢ ነው። (TIS) ለ 131 450 (አካባቢው ወጪ) ላይ ለሚገኘው የጥያቄ መረጃ አገልግሎት (Information Officer) ለሚገኘው የጥያቄ መረጃ አገልግሎት (Consumer Affairs Victoria) ላይ ለ 1300 55 81 81 ስልክ ቁጥር ላይ ግንኙኝ ይደርጉ።

### Dari

اگر شما مشکل دانستن زبان انگلیسی دارید، با اداره خدمات ترجمانی تحریری و شفاهی (TIS) به شماره 131 450 به قیمت مخابره محلی تماس بگیرید و بخواهید که شما را به کارمند معلومات دفتر امور مهاجرین و ویکتوریا به شماره 1300 55 81 81 ارتباط دهد.

**Croatian** Ako nerazumijete dovoljno engleski, nazovite Službu tumača i prevoditelja (TIS) na 131 450 (po cijeni mjesnog poziva) i zamolite da vas spoje s djelatnikom za obavijesti u Consumer Affairs Victoria na 1300 55 81 81.

**Greek** Αν έχετε δυσκολίες στην κατανόηση της αγγλικής γλώσσας, επικοινωνήστε με την Υπηρεσία Μετάφρασης και Διερμηνείας (TIS) στο 131 450 (με το κόστος μιας τοπικής κλήσης) και ζητήστε να σας συνδέσουν με έναν Υπάλληλο Πληροφοριών στην Υπηρεσία Προστασίας Καταναλωτών Βικτόριας (Consumer Affairs Victoria) στον αριθμό 1300 55 81 81.

**Italian** Se avete difficoltà a comprendere l'inglese, contattate il servizio interpreti e traduttori, cioè il Translating and Interpreting Service (TIS) al 131 450 (per il costo di una chiamata locale), e chiedete di essere messi in comunicazione con un operatore addetto alle informazioni del dipartimento "Consumer Affairs Victoria" al numero 1300 55 81 81.

# CEHL Rental Subsidy Information and Application Process



Under the Common Equity Housing Ltd [Program Principles of Affordability and Financial Sustainability](#), CEHL will provide a rental subsidy in accordance with the requirements detailed in CEHL Program Policies & Procedures including CEHL [Program Policy: Household Rent](#).

## Market Rents

Each CEHL property has a **Market Rent** that is related to the property. The **Market Rent** is detailed in your **Residential Rental Agreement** and is based on the private rental market in the same location. As a Renter, you pay the amount under your residential rental agreement. This will increase each year in line with the requirements that are outlined in *Division 3 - Rents* of the Residential Tenancies Act (1997) - CEHL will issue you a Notice of a Rent Increase under this section of the RTA.

## The Amount You Pay

You may be eligible for a CEHL rental subsidy which will reduce your weekly cost for CEHL housing to no more than 25% of household Income plus 100% of eligible Commonwealth Rent Assistance (CRA).

## Commonwealth Rent Assistance (CRA)

The amount you pay includes your **full entitlement** of Commonwealth Rent Assistance (CRA). **To make sure that you receive your full entitlement of CRA, you must notify Centrelink of your rent payment charge immediately you are notified by CEHL.**

Centrelink may send you a 'Rent Certificate' for CEHL to sign as your rental provider. When you receive this form, please call your Tenancy Co-ordinator so we can arrange to have it signed and returned to Centrelink. Please mark Rent Certificates 'Attention' to your Tenancy Co-ordinator.

**NOTE:** *Centrelink do not backdate rent assistance. Make sure you inform Centrelink immediately of your new rent charge.*

## Application for Rental Subsidy

An application for a rental subsidy is used when CEHL reviews the amount you pay or a renter requests a review.

A rental subsidy review will take place as a result of;

- The Annual Rent Review
- When your household income changes
- When your household composition changes (someone moves in or out)

## How to Apply for a Rental Subsidy

### Equity of rental subsidy

CEHL have an obligation to ensure that all renters receive the correct rental subsidy based on their circumstances. This principle supports the equity of the Program and our obligations as a Housing Association.

#### 1 On request by CEHL - Annual Rent Review

CEHL may request a review of your rental subsidy as part of the Annual Rent Review.

- All Renters will receive a letter and [Household Information Form \(HIF\)](#) from CEHL
- The form must be completed and returned to CEHL with relevant income documents by the due date

**NOTE:** *If you do not return the household information and required documents by the due date, you will be charged market rent.*

#### 2 On request by the Renter – when a renters' household income or household composition changes

Renters may request a review of their rent charge if their household income or household composition changes.

- You must notify CEHL by completing a [Change of Circumstance Form](#) with income documents within 14 days of the change
- Your rental subsidy will be reviewed and you will be notified of your new subsidised rent payment by CEHL.

**NOTE:** *If CEHL are NOT notified of a household change within 14 days, CEHL reserves the right to backdate a rent change to the date of the change.*

Renter Name:

Address:

Date:

Renter Signature: