

# Rooming House Agreements

A rooming house is a residential property where rooms are available for rent to three or more people. Rooming houses include boarding and lodging houses. The person who owns and operates the rooming house is the rooming house proprietor. The people who rent rooms in a rooming house are residents. If there is a written agreement between the rooming house proprietor and the resident this is a rooming house agreement.

## Rooming House Agreements

A rooming house agreement does not have to be in writing but if it is, then it is important to read this document carefully and understand what you are signing. You are entitled to a copy of the agreement. The rooming house agreement is a legal document that sets out your rights and responsibilities as well as those of the proprietor.

## House Rules

A proprietor of a rooming house may make written rules about conduct or behaviour of the residents. These rules must be made for the purpose of enhancing the health or safety of

persons or the safety of property and they are required to be consistent with the *Residential Tenancies Act 1995* and any other Act or law. The rooming house proprietor must ensure that a copy of any rules is readily accessible by residents and if a resident requests that a copy be provided then the proprietor must provide them with a copy.

## Terminating a Rooming House Agreement

### Failure to Pay Rent

If the resident fails to pay rent for two weeks, the proprietor may give the resident a written notice informing them that if the amount owing is not paid in full within 2 days the rooming house agreement is terminated and the resident must vacate the premises.

### Other breach or a breach of the House Rules

If a resident breaches a term of the rooming house agreement or a house rule the proprietor may give the resident a written notice informing the resident that the rooming house agreement is terminated on a specified



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day. The notice must allow the resident 7 days after the notice has been given to vacate the rooming house.

### Serious breach of a rooming house agreement

If a resident, or a guest of the resident:-

- causes serious damage to the rooming house;
- creates a danger to a person or property in the rooming house
- seriously interrupts the privacy, peace, comfort or quiet enjoyment of another resident;

the proprietor may give the resident a written notice terminating the agreement immediately or on some later date.

If a resident does not vacate on the specified date in a notice of termination then the rooming house proprietor must apply to SACAT for an order for possession of the resident's room. That order is enforceable by the Tribunal bailiff.

### Other rooming house disputes

The Residential Tenancies Act 1995 (the Act) creates various rights and obligations between parties to a rooming house agreement.

Either the proprietor or the resident may apply to the Tribunal if there is a dispute about the agreement or their rights and obligations under the Act. If the parties are in doubt about their rights and obligations then they should contact the Tenancies Advice line of the Office of Consumer and Business Services on 13 18 82.

### Written Notice

Written notice should be in a form approved by the Commissioner for Consumer Affairs.

Click on this link to access the relevant forms:

<http://www.sa.gov.au/topics/housing-property-and-land/housing/renting-and-letting/information-for-private-rental-landlords/being-a-rooming-house-proprietor/forms-and-fact-sheets-for-rooming-house-tenancies>

The forms may be found at this location under the sub-heading 'Ending a tenancy'. There is a form specific for termination of a rooming house agreement due to rent arrears, and a separate form for termination of an agreement for a reason other than rent arrears.

*SACAT does not guarantee the accuracy or completeness of this Information Sheet and does not accept any responsibility if you rely on it.*