



Victoria Government Gazette

No. G 23 Thursday 11 June 1998

GENERAL

GENERAL AND PERIODICAL GAZETTE

Copy to: Gazette Officer
The Craftsman Press Pty. Ltd.
125 Highbury Road,
Burwood Vic 3125
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Facsimile: (03) 9926 1292
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\$1.50 - Gazette \$3.20 Certified copy of Gazette \$3.50. (all prices include Postage). **Cheques should be made payable to The Craftsman Press Pty. Ltd.**

Government and Outer Budget Sector Agencies Notices

Not required to pre-pay.

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9.30 a.m. Monday - (Private Notices)

9.30 a.m. Tuesday - (Government and Outer Budget Sector Agencies Notices)

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- Late copy received at The Craftsman Press Pty. Ltd. after deadlines will be placed in the following issue of VGG, irrespective of any date/s mentioned in the copy (unless otherwise advised).
- Proofs will be supplied only when requested or at the direction of the Gazette Officer.
- No additions or amendments to material for publications will be accepted by telephone.
- Orders in Council may be lodged prior to receiving assent with the Governor's or Clerk's signature. They will only be published once approved and signed.
- Government and Outer Budget Sector Agencies please note: *See style requirements on back page.*

SPECIAL GAZETTES

Copy to: Gazette Officer
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125 Highbury Road,
Burwood Vic 3125
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Facsimile: (03) 9926 1292
Email: gazette@craftpress.com.au

Advertising Rates and Payment

Private Notices

Full Page \$360.00

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Government and Outer Budget Sector Agencies Notices

	Typeset
Full Page	\$87.50

Note:

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Telephone: 0419 327 321

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The Victoria Government Gazette

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All payments should be made payable to The Craftsman Press Pty. Ltd.

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The Craftsman Press Pty. Ltd.
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PRIVATE ADVERTISEMENTS

A two-day course

Preparing Reports of Investigations TM

Education Design Systems Pty Limited (EDS), a professional and vocational education provider, is offering a two-day course for persons who prepare factual reports of inquiries into alleged or suspected breaches of legislation, procedures or policy. The course is designed for government and non-government investigators, inspectors, compliance officers, mercantile agents, loss assessors, enforcement officials, inquiry agents, police officers, analysts and examiners.

Two courses will be held in Melbourne -

Dates: Course 1 - Wednesday 22 and Thursday 23 July 1998 - 9.00am to 4.00pm
Course 2 - Wednesday 14 and Thursday 15 October 1998 - 9.00am to 4.00pm

Venue: Level 2A, 256 Flinders Street, Melbourne

Cost: \$590 (includes course handbook, morning and afternoon refreshments and Certificate of Attendance)

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Education Design Systems Pty Limited

Persons who complete EDS courses successfully may be eligible to undertake the external *Graduation Certificate in Investigations* course offered by Charles Sturt University. [®]



Professional and Vocational Education Providers

DISSOLUTION OF PARTNERSHIP

Notice is hereby given that the partnership previously subsisting between Mary Eddy and Geoff Eddy, carrying on business as a transport and wood supply business, under the style of Western Wood & General Services, will be dissolved as and from 30 June 1998. The business will be carried on by Geoff Eddy.

MARY EDDY (nee Bennett).

Creditors, next-of-kin or others having claims in respect of the estate of PHYLLIS MURIEL READ, late of 34/97 Elgin Street, Hawthorn, Victoria, retired, deceased, who died on 14 November 1997 are to send particulars of their claims to the executors, Vincent John Power and John Francis Natoli, care of the undermentioned solicitors by 17 August 1998 after which date the executors will distribute the assets having regard only to the claims of which the executors then have notice.

A. B. NATOLI PTY, solicitors, 24 Cotham Road, Kew.

HAZEL MAY CLAYTON, formerly of 6 Archibald Street, Box Hill, but late of 2 Lake Road, Blackburn, widow, deceased. Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 23 March 1998 are required by the personal representative, Arthur Bruce Clayton of 25 Austin Avenue, McCrae to send particulars to him care of the undermentioned solicitors by 19 August 1998 after which date the personal representative may convey or distribute the assets having regard only to the claims of which he then has notice.

AITKEN WALKER & STRACHAN, solicitors, 114 William Street, Melbourne 3000.

GEORGE BUBIS, late of 7 Queenscliffe Road, Thomastown 3074, in the State of Victoria, pensioner, deceased. Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 9 May 1997 are required by the executors, Con Bubis and George Tangas, care of Arthur J. Dines & Co.,

solicitors, 2A Highlands Road, Thomastown, in the said State, to send particulars to them by 5 July 1998 after which date the executors may convey or distribute the assets having regard only to the claims to which they have notice.

Dated 30 May, 1998

ARTHUR J. DINES & CO., solicitors of 2A Highlands Road, Thomastown 3074.

In the estate of IVY AGNES WALDER of 127 Boundary Street, Kerang, in the State of Victoria, pensioner, deceased. Creditors, next-of-kin and all other persons having claims against the estate of the said deceased, are required by Thomas Gordon Walder and Gwendolene Hazel Walder, both of 96 Boundary Street, Kerang, Victoria and Elsa Marie Lowe of Unit 29, Rodney Park Village, Mooroopna, Victoria, the executors of the estate of the said deceased, to send particulars of such claims to them in care of the undermentioned solicitors within two months from the date of publication of this notice after which date they will distribute the assets having regard only to the claims of which they then have notice.

BASILE & CO., barristers & solicitors, 46 Wellington Street, Kerang, Vic. 3579.

Creditors, next-of-kin and others having claims in respect of the estate of PETER GERARD THOMPSON, late of 19 Derbyshire Road, Mount Waverley, in the State of Victoria, pensioner, deceased, who died on 21 February 1998 are to send particulars of their claims to the executor, Peter Julian Window, care of the undersigned solicitors by 15 August 1998 after which date the executors will distribute the assets of the estate having regard only to the claims of which he then has notice.

COADYS, solicitors, 299 Bridge Road, Richmond 3121.

KENNETH HOLLINGSWORTH, late of 4A Best Street, Ararat, retired driver, deceased. Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 10 September 1997, are required by Klaus Gunter Strafehl, the executor of the will of the deceased to send particulars of their claims to him care of the undermentioned legal

practitioners by 11 September 1998 after which date he will convey or distribute the assets having regard only to the claims of which he then has notice.

GRANO & McCARTHY, legal practitioners, 178 Barkly Street, Ararat 3377.

TUI MOREEN BRIGGS, late of "Seacroft" Plummer Avenue, Frankston, Victoria, widow, deceased. Next-of-kin and others having claims in respect of the estate of the deceased, who died on 9 July 1994 are required by the trustee, Equity Trustees Limited, A.C.N. 004 031 298 of 472 Bourke Street, Melbourne, in the said State, to send particulars to the company by 31 August 1998 after which date the trustee may convey or distribute the assets having regard only to the claims of which the trustee has notice.

HALL & WILCOX, solicitors, Level 19, Bourke Place, 600 Bourke Street, Melbourne.

Creditors, next-of-kin and others having claims in respect of the estate of WINIFRED SEERS, late of Begonia Nursing Home, 207-213 Richards Street, Ballarat, spinster, who died on the 17 August 1997 are required by the executor, Ian Bruce McMillan of 113 High Street, Maryborough, to send particulars of their claims to the undermentioned solicitors by 14 August 1998 after which date the executor may convey or distribute the assets having regard only to the claims of which he then has notice.

HERRING & McMILLAN, solicitors, 113 High Street, Maryborough 3465.

THOMAS RICHARD BALL, also known as Richard Thomas Ball, deceased. Creditors, next-of-kin and others having claims in the estate of the abovenamed, late of 5 Stephens Avenue, Springvale, driver, deceased, who died on 16 July 1997 are required by the administrator Frederick John Ball of 8 Malabar Court, Mulgrave to send particulars thereof care of the undersigned prior to 18 August 1998 after which date the administrator will distribute the assets of the estate having regard only to the claims of which he shall then have notice.

JOHN BURGESS & CO., solicitors of 257 Springvale Road, Springvale, solicitors for the applicant.

EMILY GRACE KENNEDY, late of 18 Talbot Drive, Marysville, Victoria, widow, deceased. Creditors, next-of-kin and others having claims in respect of the estate of the deceased who died on 13 September 1996 are required by David John Ellis, the administrator of the estate of the deceased, to send particulars of their claims to him care of the undermentioned solicitor by 11 September 1998 after which date he will convey or distribute the assets having regard only to the claims of which he then has notice.

JOHN PASTRO & CO., solicitors, 94 Burgundy Street, Heidelberg 3084.

Creditors, next-of-kin or others having claims in respect of the estate of BARBARA JANICE ZIEGLER, also known as Janet Ziegler, late of Unit 10, 3 Fewster Road, Hampton, Victoria, retired, deceased, who died on 29 May 1998 are to send particulars of their claims to the executors, Ian William Cox, Gwynneth Fay Cox and Kindilan Barbara Ziegler, care of the undermentioned solicitors by 14 August 1998 after which date the executors will distribute the assets having regard only to the claims of which the executors then have notice.

McKEAN & PARK, solicitors, 405 Little Bourke Street, Melbourne.

Creditors, next-of-kin or others having claims in respect of the estate of RUTH HESTER HOLLICK, late of 38 Ocean Road, Point Lonsdale, Victoria, home duties, deceased, who died on 12 December 1997 are to send particulars of their claims to the executors care of the undermentioned solicitors by 11 August 1998 after which date the executors will distribute the assets having regard only to the claims of which the executors then have notice.

MADDOCK LONIE & CHISHOLM, solicitors, 140 William Street, Melbourne

MARIA EVELINE MEAD, late of Cann River, Victoria, home duties. Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 8 December 1997 are required by the trustee, Clarence Maxwell Brownlie of 62 Barnard Street, Gladstone, New South Wales, retired, to send

particulars to his solicitors within sixty days from the date of publication of this notice after which date the trustee may convey or distribute the assets having regard only to the claims of which they then have notice.

MOSLEY & PALMER, solicitors, P.O. Box 243, ORBOST 3888.

Creditors, next-of-kin or others having claims in respect of the estate of IDA HENRIETTA McDONALD (in the will called Ida Henriette McDonald), late of Providence Hostel, 9 Griffith Street, Bacchus Marsh, widow, deceased, who died on 31 March 1998 are to send particulars of their claims to the executor care of the undermentioned solicitors by 10 August 1998 after which date the executor will distribute the assets having regard only to the claims of which the executor then has notice.

PEARCE WEBSTER DUGDALES, 4/379 Collins Street, Melbourne.

MARIA AGNES VOGT, late of Flat 1, 235 Balaclava Road, Caulfield, Victoria 3162. Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 16 March 1998 are required by Perpetual Trustees Victoria Limited, A.C.N. 004 027 258 of 50 Queen Street, Melbourne, to send particulars of their claims to the said company by 12 August 1998 after which date it will convey or distribute the assets having regard only to the claims of which the company then has notice.

Creditors, next-of-kin or others having claims in respect of the estate of DAVID THOMAS GILLESPIE, late of 9 Crotonhurst Avenue, Caulfield, Victoria, retired accountant, deceased, who died on 14 February 1998 are to send particulars of their claims to the executors care of the undermentioned solicitors by 6 August 1998 after which date the executors will distribute the assets having regard only to the claims of which the executors then have notice.

PURVES CLARKE RICHARDS, solicitors, 121 William Street, Melbourne.

Creditors, next-of-kin or others having claims in respect of the estate of CHRISTINA BELL MORGAN, late of 2/32 Blair Avenue, Frankston, widow, deceased, who died on 18 February 1998 are to send particulars of

their claims to the executor care of the undermentioned solicitors by 12 August 1998 after which date the executor will distribute the assets having regard only to the claims of which the executor then has notice.

ROBERTS & ROBERTS PARTNERS, solicitors, 216 Main Street, Mornington.

Creditors, next-of-kin and others having claims in respect of the estate of **RONALD FRANCIS HINDE LOWE**, late of 195 Victoria Parade, Fitzroy, Victoria medical practitioner, deceased, who died on 26 March 1998 are required by the trustee, Trust Company of Australia Limited, A.C.N. 004 027 749 of 151 Rathdowne Street, Carlton South, Victoria to send particulars of their claims to the company by 14 August 1998 after which date the assets of the estate will be distributed having regard only to the claims of which the trustee then has notice.

ROYSTON CAHIR & MARTIN, solicitors, Level 6, 409 St Kilda Road, Melbourne.

Creditors, next-of-kin and others having claims against the estate of **GWENNETH MAY MURIEL PITT**, late of Hurlingham Nursing Home, 68 Union Street, East Brighton, Victoria, widow, deceased, who died on 14 December, 1997 are required to send particulars of their claims to the executors care of the undermentioned solicitor by 10 August 1998 after which date the executors will proceed to distribute the assets having regard only to the claims of which they shall then have had notice.

VERNA A. COOK, solicitor, 5/8 St Andrews Street, Brighton.

Creditors, next-of-kin and others having claims in respect of the estate of **RONALD DAVID MORRIS**, late of Brighton Gardens Retirement Home, 29 Union Street, East Brighton, Victoria, gentleman, deceased, who died on 23 August 1997 are required to send particulars of their claims to the executors, Alan Le Page Morris of 4 Walsh Place, Booragoon, Western Australia and Kenneth Merton Ryall of 114 Bernard Street, Cheltenham on or before 11 August 1998 after which date they will distribute the assets having regard only to the claims of which they then had notice.

WHITE CLELAND PTY, solicitors, 454 Nepean Highway, Frankston.

BRONWYN MARY DOOLEY, late of 124 Heath Street, Port Melbourne, Victoria, nurse, deceased. Creditors, next-of-kin and others

having claims in respect of the estate of the deceased, who died on or about 30 March 1998 are required by the administrators, Thomas Michael Dooley and Maureen Lynette Dooley, to send particulars to the administrators C/- Wills & Probate Victoria, lawyers of Level 5, 360 Little Bourke Street, Melbourne by 30 August 1998 after which date the administrators may convey or distribute the assets having regard only to the claims of which they then have notice.

WILLS & PROBATE VICTORIA, lawyers, Level 5, 360 Little Bourke Street, Melbourne.

In the Supreme Court of the State of Victoria
SALE BY THE SHERIFF

On 16 July 1998 at 2.30 p.m. at the Sheriff's Office, 8-20 King Street, Oakleigh 3166 (unless process be stayed or satisfied).

All the estate and interest (if any) of **Ulhay Binios** (aka **Julie Binios**) of Unit 1, 616 Sobar Court, Keilor Downs, proprietor of an estate in fee simple in the land described on Certificate of Title Volume 9851 Folio 842 upon which is erected two, two-storey detached dwellings known as Units One and Two, 616 Sobar Court, Keilow Downs.

Registered Mortgage No. U910438W, Caveat No. N978139F and the covenant in instrument No. P12025W affect the said estate and interest.

Terms - Cash only.

SW-97-013861-6

Dated 11 June 1998

S. BLOXIDGE
Sheriff's Office

In the Supreme Court of the State of Victoria
SALE BY THE SHERIFF

On 16 July 1998 at 2.30 p.m. at the Sheriff's Office, 8-20 King Street, Oakleigh 3166 (unless process be stayed or satisfied).

All the estate and interest (if any) of **Arif Yalcin** of 368 Graham Street, Port Melbourne, joint proprietor with **Habibe Yalcin** of an estate in fee simple in the land described on Certificate of Title Volume 1663 Folio 488 upon which is erected a house known as 368 Graham Street, Port Melbourne.

Registered Mortgage No. T5543R affects the said estate and interest.

Terms - Cash only.

SW-97-013401-9

Dated 11 June 1998

S. BLOXIDGE
Sheriff's Office

Unclaimed Moneys Act 1962

Register of Unclaimed Moneys held by the —

<i>Name of Owner on Books and Last Known Address</i>	<i>Total Amount Due to Owner</i>	<i>Description Of Unclaimed Money</i>	<i>Date when first became Payable</i>
DEPARTMENT OF HUMAN SERVICES — OFFICE OF HOUSING			
\$			
		Loan	
Baillie S., 57 Wirraway Street, Moe	718.52	Overpayment	18/08/95
Parker D. A. & N. L., 46 Railway Parade, South Chadstone	1,638.66	"	28/08/96
Scholes E., 39 Parrakeet Road, Hoppers Crossing	1,112.34	"	06/03/95
		Rent	
Adams John, 10/7 Warnoc Street, Maldon	100.80	Overpayment	17/03/96
Barrett Elena, 22/40 Couper Street, Mirboo North	123.24	"	15/12/96
Broadhurst Rupert, 79/3 Agg Street, Thornbury	140.40	"	06/10/96
Bruce Robert, 808 Gazza Road, Windsor	106.30	"	05/05/96
Bruno Ida, 52/140 Neill Street, Carlton	104.39	"	19/01/97
Bui Tam, 43 Queensville Street, Footscray West	207.39	"	30/07/95
Bussell Betty, Flat 4, 63 Newark Avenue, Newborough	270.00	"	27/10/96
Callello Mary, 7 Tait Avenue, Mildura	200.14	"	17/12/96
Carr Dianne, 162 Nicholson Street, Coburg	237.43	"	21/04/96
Cetot Katerina, 59 Blair Street, Coburg	274.69	"	24/11/96
Chung Luciana, 32/106 Elizabeth Street, Richmond	112.90	"	31/03/96
Clancy Robert, 4/32 Havelock Street, Beaufort	154.20	"	05/02/97
Clark Phillip, (Human Services) 77A Whitehorse Rd, Balwyn	340.90	"	20/10/96
Corrin Thelma, 9 Nicholas Street, Ashburton	346.62	"	25/08/96
Dixon Margaret, 20 Nelson Street, Colac	100.70	"	30/09/96
Duffy John, 2/5 Vickers Street, Sebastopol	362.50	"	07/07/96
Eroglu Hayri, C/- Rachel Medici, 51 Kiata Drive, Mildura	107.40	"	17/03/96
Eubank Edward, 186/49 Union Street, Prahran	122.80	"	12/11/96
Fernandez Gustavo, 118/1 Holmes Street, Northcote	209.55	"	08/12/96
Fitzpatrick Alvena, 16/13-17 Anglesey Street, Seymour	188.20	"	24/03/96
Hawthorn Reginald, 37 Parker Ave, Surf Beach, Batemans Bay	122.53	"	28/03/93
Hay Eileen, 6/20 Victoria Parade, Kilmore	104.60	"	02/06/96
Heard Gwendoline, 51 Foam Street, Rosebud	119.00	"	30/01/97
Herrington Anthony, 13/1 Holmes Street, Northcote	190.75	"	05/01/97
Johnstone Jane, 76 Goldworthy Road, Corio	120.00	"	09/06/96
Kamat Muhsin, 6/102-1 Hargreaves Crescent, Braybrook	104.70	"	10/11/96
Kane John, 58/351 Barkly Street, Brunswick	205.65	"	14/07/96
Kelly Miriam, Flat 11, 55 Baillieu Street, Wonthaggi	112.00	"	08/09/96
Kent Thelma, 5 Acer Close, Broadmeadows	183.11	"	26/01/97
Kristensen Leif, 136/49 Union Street, Prahran	122.15	"	02/02/97
Lees Rex, 9/10 McDonald Street, Mordialloc	121.10	"	26/01/97
Lovasz Jenő, 14/2 Charnfield Crescent, Noble Park	104.80	"	24/03/96
Ma Xieo Ling, 1/76 Altona Street, Kensington	108.70	"	16/02/97
Mammone Colin, 12/78-86 Main Road East, St Albans	102.90	"	01/09/96
Marr Lola, 7 Webb Court, Heidelberg West	101.70	"	29/12/96
Miller Ethel, 17/3 St Georges Court, Fitzroy North	120.50	"	24/03/96

Nguyen Nhung, 132/140 Brunswick Street, Fitzroy	128.92	''	''
Nguyen Thi, 49 Willton Street, St Albans	123.00	''	07/11/96
Oguzhan Hatice, 147/140 Brunswick Street, Fitzroy	118.45	''	07/04/96
Pegg Anne, 51 Melton Street, Braybrook	233.42	''	18/07/96
Pernar Milan, 167/127 Gordon Street, Footscray	115.65	''	23/06/96
Phillips Pamela, 3 River Street, Healesville	529.70	''	27/11/94
Poor William, Flat 8, 507 Main Road, Eltham	148.80	''	08/09/96
Povey Frederick, 103/25 King Street, Prahran	141.80	''	07/10/96
Rankin Thomasina, C/-Mrs G. Hiddle, 2 Florence Street, Williamstown	170.55	''	23/07/95
Read Shirley, 108/2 Crews Street, Prahran	102.90	''	15/09/96
Regnier Lorna, C/-Mrs Stobaus, 18 Mortoo Street, Swan Hill	102.90	''	26/05/96
Reid Trevor, 11/60 Farnham Street, Flemington	118.90	''	19/12/96
Reilly Lawrence, 1/12 Bills Street, Hawthorn	104.80	''	14/07/96
Ribbands John, 21 Payton Drive, Glen Waverley	147.80	''	09/06/96
Rogers Douglas, 184B Hope Street, Brunswick West	147.80	''	01/10/95
Sabo Imrich, 31/351 Barkly Street, Brunswick	188.20	''	31/10/96
Sargent Ronald, 2/52 Cooper Street, Essendon	205.80	''	21/04/96
Shalders Horace, 11/37 Tobin Street, Ararat	171.10	''	04/08/96
Smith Dorothy, Flat 1, 8 Alma Street, Maryborough	100.10	''	07/07/96
Stock Mostyn, 5/45 Hornsey Park Road, Mildura	106.20	''	30/01/97
Tillett Coral, 8A Bilson Street, Colac	180.00	''	09/06/96
Tran Loc, 21 Malmsbury Drive, Coolaroo	192.10	''	21/01/96
Tran Ngoc Pho, 144/90 Brunswick Street, Fitzroy	134.80	''	18/08/96
Trinh Ngoc My, 32/90 Brunswick Street, Fitzroy	272.30	''	24/01/97
Vo Kim-Tuyet, P.O. Box 379, Moorooka, Queensland	183.40	''	06/08/95
Webster Alfred, Karen Webster, 6 Burns Street, Prahran	187.70	''	16/07/95
Whittaker Theresa, C/O Rob Whittaker, 27 Riatta Ave, Dunolly	121.90	''	06/10/96
Wieczorek Stefan, 26/63 Hanmer St, North Williamstown	141.15	''	04/12/96
Woodard Christina, 20 Monash Street, Morwell	119.72	''	20/12/96
Zaal Lodewyk, 286 Forest Road, The Basin	175.50	''	08/01/95
A. K. C. Electrics Pty Ltd, 3 Wimble Street, Northcote	155.18	Cheque	21/03/96
Armstrong Fencing & Gates, 4 Pembroke Rd, Ocean Grove	191.40	''	19/08/96
Body Corporate 11237, P.O. Box 5301, Clayton	700.00	''	07/08/96
Body Corporate 12217, 274-276 Racecourse Rd, Flemington	1,604.50	''	08/11/96
Boroondara City Council - Camberwell, Private Bag 1 Camberwell	130.00	''	24/05/96
Brennan B., 3/35 Swallow Street, Port Melbourne	138.74	''	14/08/96
BT Funds Management Limited, P.O. Box H193 Australia Square, Sydney	450.00	''	19/02/96
Catherall Douglas McPhee, 2/33 Patterson Ave. Burwood	343.60	''	20/11/95
Community Access - Care Resource Encounter 7 Newton Street, East Reservoir	185.70	''	16/12/94
Dial A Stamp, 218 Lygon Street, East Brunswick	165.20	''	27/03/96
E. J. Delaney & Son, 35 Severn Street, Epping	599.50	''	30/08/96
Goodman D. J., C/-Hospital Rochester	134.40	''	02/02/96
Lee Terry Brian, 19 Hampshire Road, Sunshine	146.60	''	07/10/96
Leith Bartlett Cuthbert Pty Ltd, Level 3, 278 Collins Street, Melbourne	431.44	''	11/12/95
Melbourne Water Corporation (Richmond) Locked Bag 4280, Richmond	248.00	''	27/05/96
Nham & Le Anh & To Ha, Narrellan St, Maryborough	119.20	''	10/05/96
Nicks Maintenance & Cleaning, P.O. Box 714, Frankston	277.50	''	20/05/96

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Oern T., 72 Heatherdale Road, Mitcham,	116.20	”	13/06/96
Schwobs, 15 Hardware Street, Melbourne	150.00	”	27/09/93
Shire of Delatite, P.O. Box 227, Benalla	299.00	”	16/07/96
Thompson N., 7/6 Ledger Court, Benalla	123.00	”	15/07/96
Vic. Housing & Youth Information Exchange			
72 Gertrude Street, Fitzroy	240.00	”	13/06/96
Waldron C. L., C/-Ray Waldron,			
26 Kalima Crescent, Coolaroo	102.90	”	30/08/96
Walker Andy, 8 Mayfield Parade, Bendigo	167.20	”	28/05/96
Y. W. C. A. of Victoria, 6 Murray Street, Wonthaggi	216.66	”	25/03/96

98099

CONTACT: LES MARGARIS, PHONE: (03) 9637 4309.

Unclaimed Moneys Act 1962

Register of Unclaimed Moneys held by the —

<i>Name of Owner on Books and Last Known Address</i>	<i>Total Amount Due to Owner</i>	<i>Description Of Unclaimed Money</i>	<i>Date when Amount first became Payable</i>
ROBERT V. GARDNER - SOLICITOR			
	\$		
Adamopoulos, Dimitra 75 The River Road, Revesby, NSW	300.69	Cheque	12/03/97
Bosen, Gilbert Napranum Community Council, Weipa, Qld	188.80	”	23/04/97
Davis, Phillip Francis 11 Hampden St, North Rocks, NSW	173.79	”	23/12/96
Iliadis, Sevasti Maria & Iliadis, Karin			
3P Tsaldari Dionysos, Athens, Grece	374.31	”	11/09/96
Jonjic, Slobodanka 28 Ragles Avenue, Enfield, SA	217.73	”	23/10/96
Matsumoto, Takuya 12 Maranboy Street, Fisher, ACT	452.35	”	02/02/97
McKenzie, Janice Roberta & Sullivan, Micarla Ann			
Caber Feidh, Aramac, Qld	113.74	”	28/08/96
McKenzie, Thomas 14 Tonkin Street, Mundijong, WA	299.63	”	14/08/96
Polimene, Carol Margaret 7 Oak Street, Beaumaris	190.46	”	11/09/96
Predo, now Clarke, Carol Violet			
7 Cairra Place, Quakers Hill, NSW	174.21	”	26/06/96
Rocuant, Mario Eduardo 36 Busby Ave, Edensor Park, NSW	287.89	”	14/08/96

98142

CONTACT: CHERYL RAEBURN, PHONE: (03) 9727 3299.

PROCLAMATIONS

Rail Corporations (Amendment) Act 1997
PROCLAMATION OF COMMENCEMENT

I, James Gobbo, Governor of Victoria, acting with the advice of the Executive Council and under section 2(2) of the **Rail Corporations (Amendment) Act 1997**, fix 11 June 1998 as the day on which the following provisions of that Act come into operation:-

- (a) sections 25, 40 and 57;
- (b) the remaining provisions of Division 2 of Part 2; and
- (c) Divisions 3 and 8 of Part 2.

Given under my hand and the seal of Victoria on 10 June 1998.

(L.S.) JAMES GOBBO
Governor
By His Excellency's Command

ALAN R. STOCKDALE
Treasurer

Given under my hand and the seal of Victoria on 10 June 1998.

(L.S.) JAMES GOBBO
Governor
By His Excellency's Command
JAN WADE
Attorney-General

Rail Corporations (Amendment) Act 1998
PROCLAMATION OF COMMENCEMENT

I, James Gobbo, Governor of Victoria, acting with the advice of the Executive Council and under section 2(2) of the **Rail Corporations (Amendment) Act 1998**, fix 11 June 1998 as the day on which Part 2 (except sections 10, 13 and 14) of that Act come into operation:-

Given under my hand and the seal of Victoria on 10 June 1998.

(L.S.) JAMES GOBBO
Governor
By His Excellency's Command

ALAN R. STOCKDALE
Treasurer

Sentencing and Other Acts (Amendment) Act 1997

PROCLAMATION OF COMMENCEMENT

I, James Gobbo, Governor of Victoria, acting with the advice of the Executive Council and under section 2(3) of the **Sentencing and Other Acts (Amendment) Act 1997** fix 11 June 1998 as the day on which section 43 of that Act comes into operation.

**GOVERNMENT AND OUTER BUDGET SECTOR AGENCIES
NOTICES**

GLENELG SHIRE COUNCIL
Notice of Proposed Local Law
"Excavating on Council Land"

The Council of Glenelg Shire Council proposes to make a local law to control, manage and regulate activities, which may be dangerous and unsafe or detrimental to the quality of life in the environment of the Municipal District.

To achieve this objective the following provisions are proposed:

A permit will be required for a person to excavate on any Council controlled land including the cliff face on the beachfront at Portland between the Trawler Wharf and the Lighthouse behind the Centenary Caravan Park.

A copy of the proposed Local Law is available for inspection at and can be obtained from the Glenelg Shire Offices - Cliff Street, Portland; Henty Street, Casterton; and Edgar Street, Heywood between 8.30 a.m. and 5.00 p.m. weekdays.

Any person affected by the proposed Local Law may make a submission to Council. Submissions received by the Council by 4.00 p.m. on Friday, 26 June 1998, will be considered by Council in accordance with Section 223 of the **Local Government Act 1989**.

Any person requesting to be heard in support of a written submission is entitled to appear before a meeting of the Committee and will be notified of the time and date of the hearing.

DANIEL J. HALSTEAD
Chief Executive Officer
Glenelg Shire Council



INTENTION TO MAKE A LOCAL LAW
Local Law No. 2 - Droving of Livestock

In accordance with the provisions of Section 111 of the **Local Government Act 1989** ("the Act"), Yarriambiack Shire Council intends to make a local law titled Local Law No. 2 - Droving of Livestock.

The proposed local law is an amendment to an existing Droving of Livestock Local Law and has been prepared primarily to remove an apparent non-compliance with national competition policy principles.

The purpose of the proposed local law is to regulate the droving of livestock within or through the Municipal district, to prescribe the fees to be paid for any permits issued under the local law and to prescribe penalties for contravention of certain provisions of the local law.

A copy of the proposed local law can be obtained from the Council offices in Warracknabeal, Hopetoun or Rupanyup.

Submissions are invited in relation to the proposal pursuant to Section 223 of the Act. Any written submission received by Yarriambiack Shire Council at its offices at 34 Lyle Street, Warracknabeal (P.O. Box 243, Warracknabeal 3393) within 14 days of the publication of this notice shall be considered in accordance with this section. Any person wishing to appear before Council should state this intention in his or her submission.

Any enquiries on the matter should be directed to Ian Manley, Service Director on (03) 5398 0102.

J. A. TODD
Chief Executive Officer

HINDMARSH SHIRE COUNCIL
Public Holidays

Pursuant to Section 7 (1) (b) of the **Public Holidays Act 1993**, the Hindmarsh Shire Council at its Ordinary Meeting held on 15 April 1998, resolved to declare public half-day holidays from 12 Noon on:-

Tuesday 13 October, 1998, Township of Rainbow.

Wednesday 14 October, 1998, Township of Jeparit.

Thursday 15 October, 1998, Township of Nhill.

Saturday 17 October, 1998, Township of Dimboola.

CENTRAL GOLDFIELDS SHIRE
Prosecuting Officer

Notice is hereby given that the Central Goldfields Shire has appointed Senior Sergeant Peter Richard Bigmore 1849, as its Prosecuting Officer for the Shire to take legal proceedings on behalf of the Shire for and in connection with breaches and non-observance of the **Local Government Act 1989** or any other Act which the Shire from time to time is empowered to enforce and any by-laws, rules or regulations made under such Acts.

MARK W. JOHNSTON
Chief Executive Officer

Planning and Environment Act 1987
MELTON PLANNING SCHEME
Notice of Amendment
Amendment L96

Melton Shire Council has prepared Amendment L96 to the Melton Planning Scheme and is the Planning Authority for this Amendment.

The Amendment affects land known as Lot 1, LP 140881 Riding Boundary Road, Truganina and described in Certificate of Title Volume 9494 Folio 626.

The Amendment proposes to insert a site specific clause into the Local Section of the Melton Planning Scheme to facilitate the development of a Feedmill and associated offices for the manufacture, storage and distribution of agricultural stock feeds from the subject site.

The Site Specific Amendment will not require a permit but will however require a Development Plan and Environmental Management Plan to Council's satisfaction prior to any buildings and works being commenced. The owner will further be required to enter into an Agreement with Council which will specify the conditions of use and development which are to apply to the land.

The Amendment can be inspected free of charge during office hours at: Civic Centre, Shire of Melton, 232 High Street, Melton; Department of Infrastructure, Office of Planning and Heritage, Level 3 Plaza, Nauru House, 80 Collins Street, Melbourne 3000.

Submissions regarding the Amendment must be sent to: Town Planning Services Manager, Melton Shire Council, P.O. Box 21, Melton, Vic. 3337 by 5.00 p.m. on 13 July, 1998.

ADRIAN PENNELL
Chief Executive



Planning and Environment Act 1987
YARRA PLANNING SCHEME
Notice of Amendment
Amendment L73

The City of Yarra has prepared Amendment L73 to the Yarra Planning Scheme.

The Amendment applies to land at 5 Spensley Street, Clifton Hill contained in Certificate of Title Volume 1565 Folio 899. The Amendment proposes to rezone the subject land from the Light Industrial Zone to a Mixed Use Zone. The Yarra Mixed Use Zone is a modified version of the Mixed Use Zone contained in the Victoria Planning Provisions. The Yarra Mixed Use Zone will incorporate a site specific control to facilitate the conversion of the existing building for use as three dwellings. The development of the site must be in accordance with approved development plans.

The Amendment can be inspected at: City of Yarra, Richmond Town Hall, 333 Bridge Street, Richmond; Department of Infrastructure, Upper Plaza, Nauru House, 80 Collins Street, Melbourne.

The City of Yarra is the Planning Authority for the Amendment. Submissions regarding the Amendment must be in writing and sent to: City of Yarra, P.O. Box 168, Richmond, Vic. 3121, by 13 July 1998.

PRUE DIGBY
Chief Executive Officer

Creditors, next-of-kin and others having claims against the estate of the undermentioned deceased persons are required to send particulars of their claims to State Trustees Limited, A.C.N. 064 593 148, 168 Exhibition

Street, Melbourne, Victoria 3000, the personal representative, on or before 11 August 1998 after which date State Trustees Limited may convey or distribute the assets having regard only to the claims of which State Trustees Limited then has notice.

BIZZARI Climer, late of Unit 5, 237 Glenlyon Road, East Brunswick, pensioner, who died 28 January, 1998.

DUNN Mabel Lewis, late of Unit 57, Walmsley Friendship Village, Society Court, Kilsyth, retired, who died 19 April, 1998.

HUTCHISON Anne Boyd, late of Western Suburbs Private Nursing Home, 44 Stephen Street, Yarraville, retired, who died 23 October, 1997.

McLEISH Myrtle May, late of Yea Nursing Home, 45 Station Street, Yea, retired, who died 14 October, 1997.

METZENTHEN, Gladys Mabel, late of Caulfield Hospital, 294 Kooyong Road, Caulfield, home duties, who died 24 March, 1998.

PIVIDORI Primo, late of 44 Gladstone Avenue, Northcote, pensioner, who died 24 August, 1989.

WILSON Mary Josephine, late of Grevillea Court Private Nursing Home, 128 Princes Highway, Dandenong, retired, who died 1 April 1998.

Dated at Melbourne 2 June 1998.

CATHY VANDERFEEN
Manager, Estate Management
State Trustees Limited

Creditors, next-of-kin and others having claims against the following estates:-

AMELIA BEECROFT, late of St James Hostel, 33 Wattle Road, Hawthorn, Victoria, housewife, deceased, who died on 1 April 1998.

ELSIE FRANCES HOLLAND, late of Old Colonists Association, Rushall Park, Rushall Crescent, North Fitzroy, Victoria, pensioner, deceased, who died on 29 April 1998.

JESSIE MAY RYAN, late of Kildare Court, Frankston, Victoria, pensioner, deceased, who died on 19 March 1998.

NOELENE MORGAN, late of Community Accommodation Home, 1139 Dandenong Road, Malvern, Victoria, pensioner, deceased intestate, who died on 5 March 1998.

NORA EILEEN YOUNG, late of Westhaven

Private Nursing Home, 99 Paisely Street, Footscray, Victoria, cook, deceased, who died on 9 April 1998.

Creditors, next-of-kin and others having claims against the abovementioned estates are required pursuant to Section 33 of the **Trustee Act 1958** to send particulars of their claims against the abovementioned estates to State Trustees Limited, 168 Exhibition Street, Melbourne, Victoria 3000, on or before 11 August 1998 after which date State Trustees Limited, A.C.N. 064 593 148, may convey or distribute the assets of the abovementioned estates having regard only to the claims of which it then has notice.

Creditors, next-of-kin and others having claims against the estate of the undermentioned deceased persons are required to send particulars of their claims to State Trustees Limited, A.C.N. 064 593 148, 168 Exhibition Street, Melbourne, Victoria 3000 the personal representative, on or before 14 August 1998 after which date State Trustees Limited may convey or distribute the assets having regard only to the claims of which State Trustees Limited then has notice.

COOTE Leslie Stuart, late of 23 Scarlett Street, Mordialloc, retired, who died 30 October, 1997.

JACKSON Eileen, late of St Leigh Private Nursing Home, 33 Bay Street, Sandringham, pensioner, who died 26 May, 1998.

McDONAGH Warren Gilbert, late of 10 Amaroo Street, Chadstone, pensioner, who died 7 November, 1997.

PRESTON Madelene Mary Jean, formerly of 42/53 Balaclava Road, Balaclava, but late of Palmgrove Private Nursing Home, 714 McIntosh Road, Narraweena, NSW, pensioner, who died 12 January, 1998.

SAMSON Kevin John, late of 91 Boronia Road, Vermont, area manager, who died 15 December, 1997.

WESTMORE Keith Kendall, late of Westgate Nursing Home, 4 William Street, Newport, pensioner, who died 24 May, 1998.

Dated Melbourne 5 June 1998.

CATHY VANDERFEEN
Manager, Estate Management
State Trustees Limited

EXEMPTION FROM NOTIFICATION OF VACANCY UNDER SECTION 29(2) OF THE PUBLIC SECTOR MANAGEMENT ACT 1992

Position Number: DTF D00976, Principal Consultant, Executive Officer, Band 2, Transport Reform Unit.

Reason for exemption

The vacancy has duties and qualifications requirements that are of a specialised nature peculiar to the department.

Dated 26 May 1998

IAN LITTLE
Secretary,
Department of Treasury and Finance

EXEMPTION FROM NOTIFICATION OF VACANCY UNDER SECTION 29(2) OF THE PUBLIC SECTOR MANAGEMENT ACT 1992

Position Number: 70.75.2606.1 VPS-4 Barwon South Western Region, Department of Human Services.

Reasons for exemption

The position has identical duties and qualifications to a position that was recently advertised and the person applied for the vacancy and was assessed as meeting the requirements of the position.

W. J. McCANN
Secretary,
Department of Human Services

EXEMPTION FROM NOTIFICATION OF VACANCIES UNDER SECTION 29(2) OF THE PUBLIC SECTOR MANAGEMENT ACT 1992

Position Numbers: 48/25/9226/1, 48/25/9179/2, 48/25/0100/7, 48/25/9412/1, 48/25/9207/9 and 48/25/0695/1, Clerk of Courts, Class VPS-2, Magistrates' Court of Victoria, Department of Justice.

Reasons for exemption

These positions have been reclassified from Trainee Clerk of Courts, Class VPS-1, to Clerk of Courts, Class VPS-2, in recognition of the incumbents attaining the qualification requirements for appointment to Clerk of Courts, Class VPS-2.

Dated 26 May 1998

ALAN THOMPSON
Secretary to the Department of Justice

EXEMPTION FROM NOTIFICATION OF VACANCY UNDER SECTION 29(2) OF THE PUBLIC SECTOR MANAGEMENT ACT 1992

Position Number: 70/03/5091/0, Program Advisor, Family and Community Programs, VPS-3, Southern Metropolitan Region, Department of Human Services.

Reason for exemption

Identical Vacancy - The position has identical duties and qualifications to a position that has been recently advertised and the person was an applicant for the other vacancy and was assessed as meeting the requirements of the position.

W. J. McCANN
Secretary,
Department of Human Services

EXEMPTION

Application No. 47 of 1998

The Anti-Discrimination Tribunal, constituted pursuant to Section 182 of the **Equal Opportunity Act 1995**, ("the Act"), has considered an application pursuant to Section 83 of the Act by Bev Curtis on behalf of Pure Perfection Nails and Beauty for exemption from Sections 42, 100 and 195 of that Act. The application for exemption is to enable the applicant to provide nail, beauty services and relaxation massage services to women only.

Upon reading the material submitted in support of the application and upon hearing submissions from Mrs Bev Curtis, and having received an undertaking from Mrs Curtis that she would advise men who asked to use her service, of other appropriate services available to them, and for the Reasons for Decision given by the Tribunal on 2 June 1998, the Tribunal is satisfied that it is appropriate to grant an exemption from Sections 42, 100 and 195 of the Act to enable the applicant to provide nail, beauty services and relaxation massage services to women only.

The Tribunal hereby grants an exemption to the applicant from the operation of Sections 42, 100 and 195 of the **Equal Opportunity Act 1995** to enable the applicant to provide nail, beauty services and relaxation massage services to women only.

This exemption is to remain in force from the day on which notice of the exemption is published in the Government Gazette until 10 June 2001.

Dated 2 June 1998.

CATE McKENZIE
President

N.B. A copy of the Reasons for Decision is available from the Registrar of the Anti-Discrimination Tribunal.

EXEMPTION

Application No. 44 of 1998

The Anti-Discrimination Tribunal, constituted pursuant to Section 182 of the **Equal Opportunity Act 1995**, ("the Act"), has considered an application pursuant to Section 83 of the Act by Limelight Promotions and Marketing Pty Ltd for exemption from Sections 42, 100 and 195 of that Act. The application for exemption is to enable the applicant to provide and advertise its services as an employment agency in circumstances where:-

- (a) one of its clients has requested it to recruit, for employment by that client, a person or a particular sex or age or with particular physical features; and
- (b) if that client himself or herself recruited a person of that kind, that recruitment would not be prohibited by the Act because an exception in Part 3 or 4 would apply.

Upon reading the material submitted in support of the application and upon hearing oral submissions on behalf of the applicant and for the Reasons for Decision given by the Tribunal on 2 June 1998, the Tribunal is satisfied that it is appropriate to grant an exemption from Sections 42, 100 and 195 of the Act to enable the applicant to provide and advertise its services as an employment agency in circumstances where:-

- (c) one of its clients has requested it to recruit, for employment by that client, a person or a particular sex or age or with particular physical features; and
- (d) if that client himself or herself recruited a person of that kind, that recruitment would not be prohibited by the Act because an exception in Part 3 or 4 would apply.

The Tribunal hereby grants an exemption to the applicant from the operation of Sections 42, 100 and 195 of the **Equal Opportunity Act 1995** to enable the applicant to provide and advertise its services as an employment agency in circumstances where:-

- (e) one of its clients has requested it to recruit, for employment by that client, a person or a particular sex or age or with particular physical features; and
- (f) if that client himself or herself recruited a person of that kind, that recruitment would not be prohibited by the Act because an exception in Part 3 or 4 would apply.

This exemption is to remain in force from the day on which notice of the exemption is published in the Government Gazette until 10 June 2001.

Dated 2 June 1998.

CATE McKENZIE
President

N.B. A copy of the Reasons for Decision is available from the Registrar of the Anti-Discrimination Tribunal.

Department of Treasury and Finance
SALE OF CROWN LAND
BY PUBLIC AUCTION

Auction Date: Friday 4 September 1998 at 2.00 p.m. on site.

Property Address: Princes Highway, Lake Gnotuk (Camperdown).

Crown Description: Allotment 7A, Section 6, Parish of Colongulac.

Area: 14.68 ha.

Reference: 0511326.

Terms of Sale: 10% deposit, balance 60 days.

Co-ordinating Officer: Graeme Barnes, Sales Officer, Department of Natural Resources and Environment, Ballarat.

Selling Agent: Daryl O'Donohue, James H. Monk Pty Ltd, 128 Manifold Street, Camperdown 3260. Phone: (03) 5593 1188.

ROGER M. HALLAM
Minister for Finance

Community Services Act 1970

Under the functions and powers assigned to me by the Secretary to the Department of Human Services under Section 10 (2) of the **Community Services Act 1970** in relation to Section 5 of the **Adoption Act 1984** I, Gill Callister approve the following person under Section 5 (1) and Section 5 (2)(a) of the **Adoption Act 1984** as an approved counsellor for the purposes of Section 87 of the **Adoption Act 1984**:

HICKEY LYNDAL

Dated 25 May 1998

GILL CALLISTER
Manager,
Youth and Family Services

Community Services Act 1970

Under the functions and powers assigned to me by the Secretary to the Department of Human Services under Section 10 (2) of the **Community Services Act 1970** in relation to Section 5 of the **Adoption Act 1984** I, Gill Callister revoke the following person under Section 5 (1) and Section 5 (2)(a) of the **Adoption Act 1984** as an approved counsellor for the purposes of Section 87 of the **Adoption Act 1984**:

TAYLOR HELEN

Dated 25 May 1998

GILL CALLISTER
Manager,
Youth and Family Services

The Constitution Act Amendment Act 1958
CHANGE OF NAME OF REGISTERED
POLITICAL PARTY

Notice is hereby given that the registered name of the political party listed hereunder has been changed in accordance with the provisions of Division 1A of Part V of **The Constitution Act Amendment Act 1958**:

Former name of party: Call To Australia.

Former abbreviation of party: CTA.

New name of party: Christian Democratic Party (Fred Nile Group).

Abbreviation of party: Christian Party.

Initials of party: CDP.

Dated 3 June 1998

Dr G. P. LYONS
Electoral Commissioner

Subordinate Legislation Act 1994

LAND TAX REGULATIONS 1998

Notice of Decision

I, Alan R. Stockdale, Treasurer and Minister responsible for the administration of the **Land Tax Act 1958**, under Section 12 of the **Subordinate Legislation Act 1994**, give notice as follows:-

A Regulatory Impact Statement (RIS) was prepared in relation to the proposed Land Tax Regulations 1998 and advertised inviting public comment. No submissions were received in response to the RIS and I have decided that the proposed Regulations should be made.

ALAN R. STOCKDALE
Treasurer

Electricity Industry Act 1993

UNITED ENERGY MARKETING PTY
LIMITED

Notice of Grant of Licence

The Office of the Regulator-General gives notice under section 165 of the Act that it has, pursuant to section 162 of the Act, issued a licence to United Energy Marketing Pty Limited (A.C.N. 072 214 932) to sell electricity otherwise than through the Pool to non-franchise customers anywhere in Victoria.

The licence takes effect on and from 2 June 1998 and has an unlimited term that may be revoked or varied as provided by the Act or by the terms of the licence.

A copy of the licence may be inspected during business hours at the Office of the Regulator-General, 1st Floor, 35 Spring Street, Melbourne 3000.

Dated 2 June 1998.

JOHN C. TAMBLYN
Regulator-General

Residential Tenancies Act 1997
STATEMENT OF RIGHTS AND DUTIES OF
A LANDLORD AND TENANT UNDER THE
ACT

The following document incorporates the form of the statement of rights and duties of a landlord and tenant under a tenancy agreement which I, Bernadette Steele, Director of Fair Trading and Business Affairs, have approved for the purposes of section 66 of the **Residential Tenancies Act 1977**, effective from the commencement of that section.

BERNADETTE STEELE
Director of Fair Trading and Business Affairs

Renting

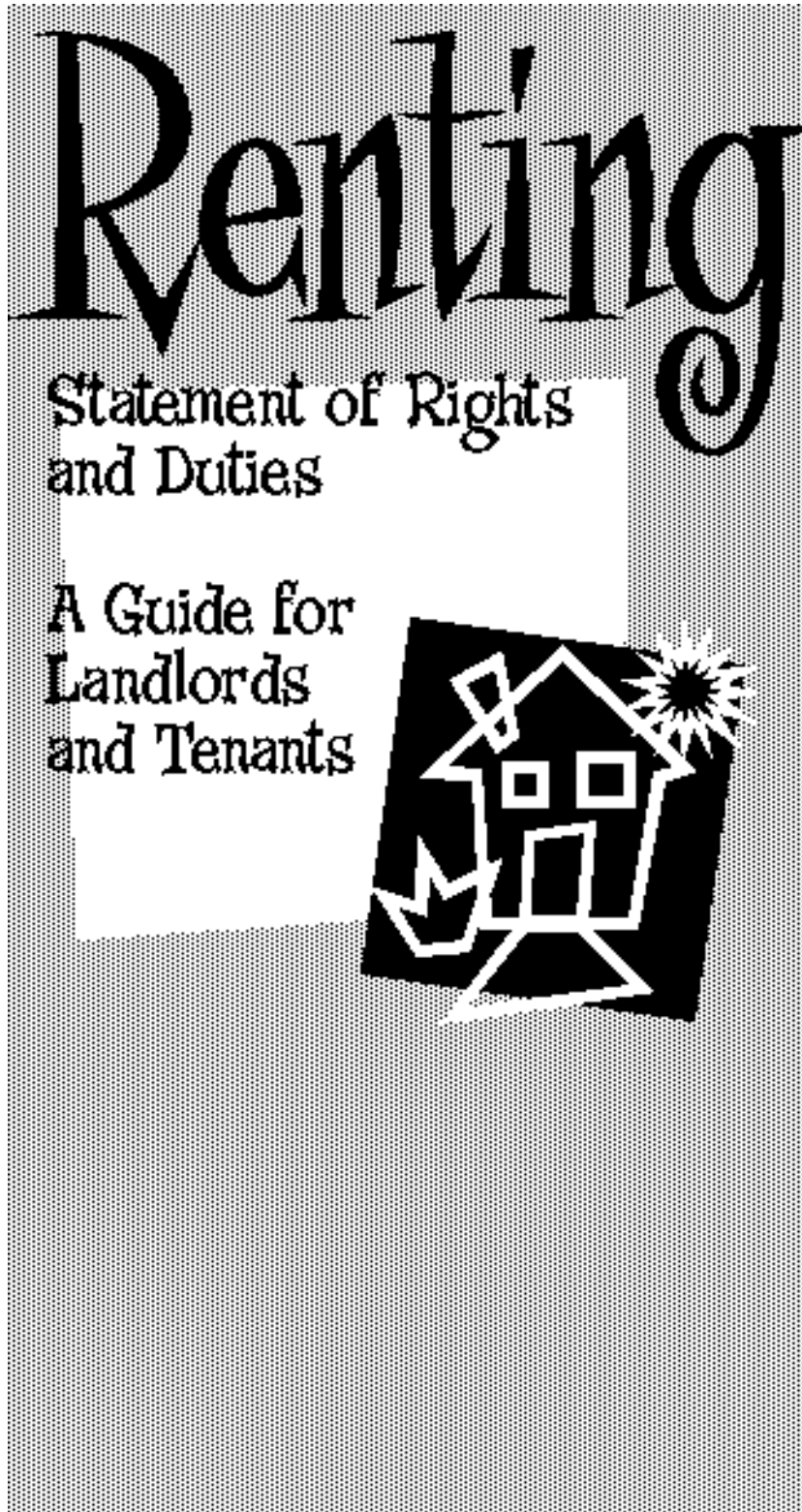
Statement of Rights
and Duties

A Guide for
Landlords
and Tenants



Landlords and agents must
always give a copy of this
guide to tenants on or before
the day they move in.
There can be a fine of \$500
for not doing so.





Telephone Interpreter Service (TIS)

English

For advice or information contact the Office of Fair Trading and Business Affairs using the Translating and Interpreting Service (TIS) on 13 1480 (for the cost of a local call).

Chinese

如有任何查詢或需協助，請撥電話 13 1480 (按普通電話收費) 透過口譯服務 (TIS) 與公平交易及商務部公署 (Office of Fair Trading and Business Affairs) 聯絡。

Korean

더 자세한 사항이나 도움이 필요하시면, 본국 및 해외 사무소 (전화 13 1480, 지역 전화 요금 사용자 부담)를 통하여 상담, 거래 및 사업과 관련된 문의하시 주시기 바랍니다.

Russian

За совет или информации обратитесь во Канцелярию по вопросам торговли и бизнеса, которая (Office of Fair Trading and Business Affairs) имеет службу переводов и толкования (Translating and Interpreting Service (TIS)) по 13 1480 (за цену разговора по телефону).

Polish

Pe szczegóły i informacje proszę skierować się do Office of Fair Trading and Business Affairs za pośrednictwem Telefonicznej Służby Tłumaczeń (TIS) pod numerem 13 1480 (za cenę połączenia).

Czechian

Za české i informačné služby kontaktujte úřad Office of Fair Trading and Business Affairs (Úřad za právního jednání a posouzení) karta 1 služba za překlady a usměrňování (Translating and Interpreting Service (TIS)) na lince 131 480 (za účel mluvené telefonace pozdív).

Farsi

برای کمک، مشوره یا اطلاعات با اداره بازرگانی، خدمات و تجارت (Office of Fair Trading and Business Affairs) از طریق شماره ترید کاپی ر (خدمات تفسیر (TIS)) به شماره 13 1480 (با هزینه تماس تلفنی) تماس بگیرید.

Other Languages

This booklet has been translated into Arabic, Cantonese, Chinese, Greek, Italian, Spanish, Turkish, Russian, and Vietnamese. Copies are available from the Office of Fair Trading and Tenants' advice services.



Helpful Addresses

Office of Fair Trading and Business Affairs

The Office of Fair Trading and Business Affairs - a Division of the Department of Justice - has staff who will be happy to help if a problem gets too difficult.

[insert contact details]

Estate Agents can obtain bulk supplies of this guide from:

[insert contact details]

Advice services

The Office of Fair Trading and Business Affairs also funds about 20 community groups to provide advice to landlords and tenants. Interpreter services are available through all the agencies listed below.

[insert contact details]

[insert contact details]

What this guide tells you

If you are renting a place to live in you need to know your legal rights and duties. Landlords and agents need to know the law too.

The law is set out in an Act of Parliament called the *Residential Tenancies Act 1997*.

This guide provides a summary of the rights and duties of landlords and tenants under tenancy agreements regulated by that Act. It tells you things you will need to know about the law affecting your tenancy agreement.

Keep it handy, but remember that it is a guide only it cannot take the place of the Act. Copies of the Act are available from:

[insert contact details]

This guide covers renting a house or a flat. When it talks about 'the premises' it means the house or flat being rented.

If you are renting a room or rooms in a house or flat which is not considered to be a rooming house, you may be covered by the same law. Use the list of helpful addresses at the front of this guide to obtain advice on your situation.

People renting in rooming houses are covered by separate law contained in the same Act. There is also separate law for people renting in caravan parks contained in the same Act. This law is explained in two other guides, which are also available from the Office of Fair Trading and Business Affairs, **[insert telephone numbers]**

How are problems solved?

We hope you will not have problems - this guide should help you avoid them. But they can still happen. There is a section with advice about solving problems near the end of the guide (see page 33).

Who will give you more help?

Use the list of addresses, phone and fax numbers at the front of this guide.

Equal Opportunity Commission Victoria

The Commission can help you if you think you have been discriminated against by accommodation providers because of personal characteristics such as your race, sex, age or parental status.

Think you have been discriminated against?

Your right to fair treatment in renting accommodation is protected under Victoria's Equal Opportunity Act. Under the Act a landlord or agent cannot:

- refuse to rent to you
- process your application differently from others
- vary rental terms upon application
- vary existing rental terms
- deny or limit access to accommodation benefits

- refuse to extend your tenancy
- evict you because of your
 - age
 - sex
 - disability
 - race
 - religious, political or industrial belief/activity
 - marital, parental or carer status
 - sexual orientation
 - pregnancy
 - physical features
 - or personal association with someone who may be treated unfairly because of one of the above attributes.

It is also unlawful under the Act for a landlord or agent to sexually harass you and for you to sexually harass them .

Stopping Discrimination

If you think you have been discriminated against or sexually harassed, the Victorian Equal Opportunity Commission's free, confidential and impartial complaint resolution service can help you. Settlements may include an apology, an undertaking to provide accommodation on fair terms and compensation for any suffering or costs incurred. If a settlement cannot be reached, you may be able to refer your complaint to the Anti-Discrimination Tribunal for a public hearing.

Where to get advice

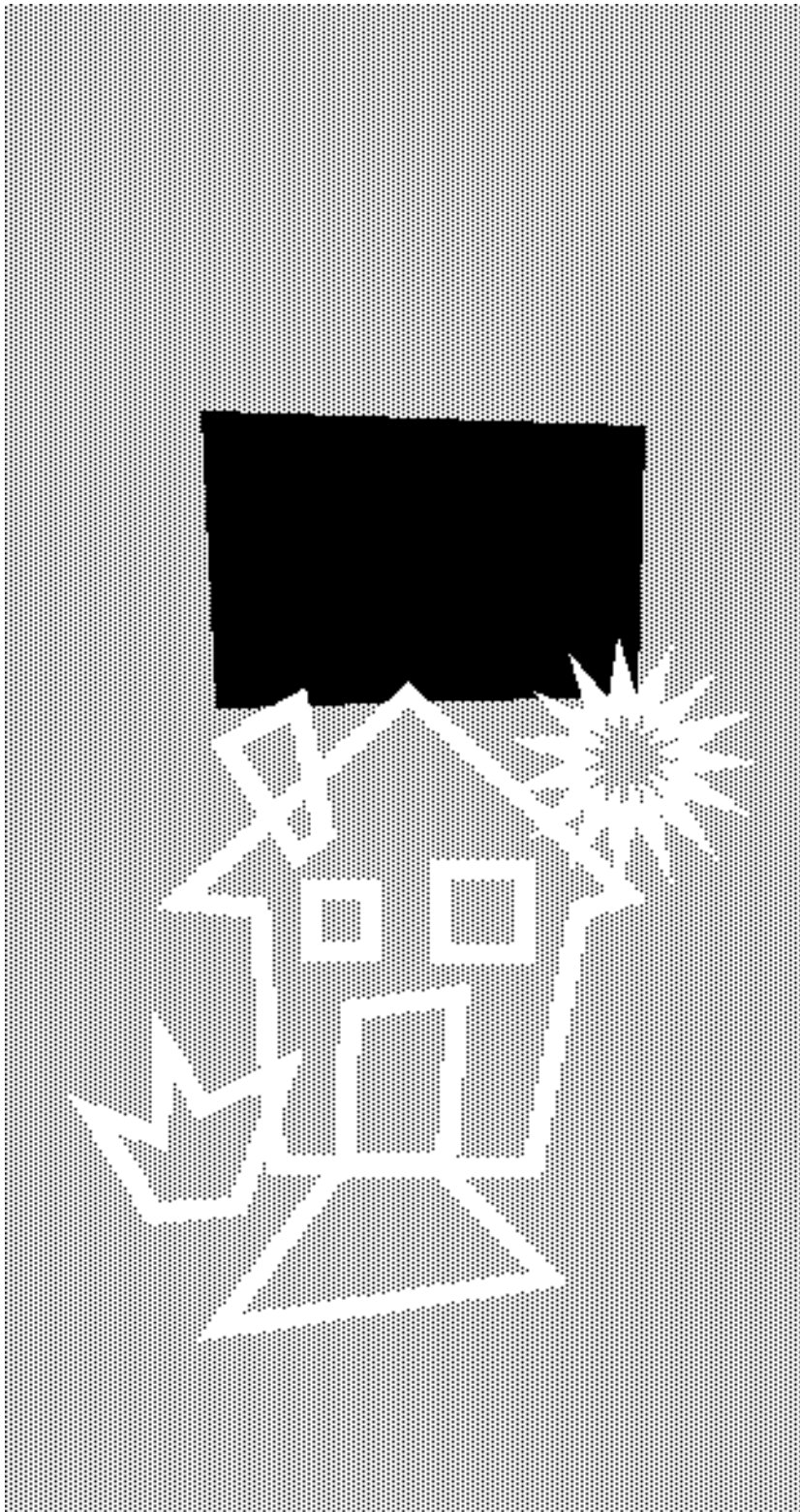
[insert contact details]

What is the Tribunal?

When the guide mentions 'the Tribunal', it is talking about the Victorian Civil and Administrative Tribunal. The Tribunal is similar to a court but not as formal and deals with disputes arising under the Act. Sometimes a problem can only be solved by going to the Tribunal. There are full details in the section called 'How are problems solved?' near the end of this guide (see page 33).

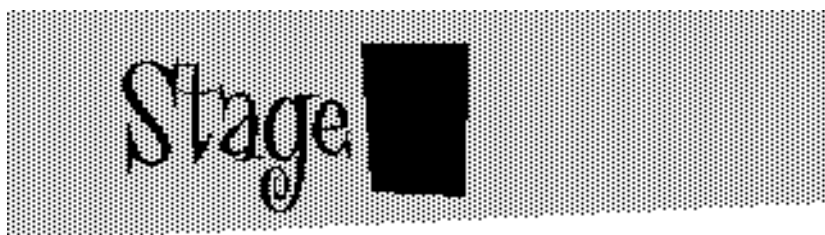
Fines

The Office of Fair Trading and Business Affairs can take landlords or tenants to the Magistrates' Court for non-compliance with certain obligations under the Act and the Magistrates' Court may impose a fine. Where in this guide reference is made to the imposition of a fine, it is referring to the maximum fine which can be imposed by the Magistrates' Court as a result of proceedings taken by the Office of Fair Trading and Business Affairs.



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Signing up and moving in

This section explains what landlords or agents and tenants must do when making a tenancy agreement.

It covers:

- the agreement
- deposits and charges - legal and illegal
- the bond and the condition report
- guarantees
- rent in advance
- contact details
- who makes sure the premises are vacant and clean
- water meter readings.

The agreement

A tenancy agreement or lease can be written or oral or a combination of the two. The Residential Tenancies Act still applies. Any part of an agreement that is contrary to the Act cannot be enforced.

Written agreements

There is a standard form for written tenancy agreements and it must be used. Copies are available from the Office of Fair Trading and Business Affairs.

Different words can be used and extra terms can be added, but not if they are contrary to the standard form or the Act, otherwise a \$500 fine can be imposed.

Does the tenant get a copy of a written agreement?

Before signing, the landlord or agent must give the prospective tenant a copy of the unsigned agreement for their own use.

Within 14 days after signing, the landlord or agent has to give the tenant a copy of the signed agreement. In addition, the landlord or agent has to give the tenant a copy of this *Statement of Rights and Duties: a Guide for Landlords and Tenants*, on or before the occupation date.

Can the landlord or agent refuse tenants with children?

Normally, the landlord or agent cannot refuse to take people as tenants because they will have a child under 16 years of age living with them .

The landlord or agent can only refuse when:

- the premises are usually the landlord's own home, or
- the landlord is a government authority or a body corporate funded by government to provide housing for childless couples or people living by themselves, or
- the premises are not suitable for children because of their design or location.

A tenant can make an application to the Tribunal if a landlord or agent says the premises are unsuitable for children and the tenant disagrees.

Deposits and charges – legal and illegal

The landlord or agent can accept a payment from a tenant as a sign of good faith by the prospective tenant.

This money has to be refunded:

- if no tenancy agreement is made within 14 days, by the end of the next business day, or
- when the tenancy agreement is made.

A \$500 fine can be imposed for not refunding the money.

The landlord or agent cannot:

- charge for showing the prospective tenant the premises, or
- charge for the making, continuing or renewing of a tenancy agreement, where that charge is a premium, bonus, commission or 'keymoney'.

If the landlord or agent does either of these things a \$1,000 fine can be imposed.

The bond and the condition report

The bond is money the tenant puts up as security. If they do not meet their duties as a tenant, the landlord or agent can claim some or all of the bond at the end of the tenancy. This is explained in detail in the section 'STAGE 4: WHEN THE TENANT LEAVES' later in this guide (see page 28).

A landlord can also claim compensation from a tenant if the bond does not cover all their monetary losses.

Who looks after the bond?

The Residential Tenancies Bond Authority holds the bond during the tenancy.

The tenant has to pay the bond to the landlord or agent. The landlord or agent and the tenant have to complete and sign the official bond lodgment form. The Bond Authority needs the details and signatures on the form to be able to pay out the bond as directed at the end of the tenancy. If there is a change of landlord during the tenancy or a new tenant takes over the tenancy, the Bond Authority must be told (see page 13).

Bond lodgment forms are available from the Office of Fair Trading and Business Affairs. The top sheet is marked 'Authority'. Undemeath, there is a 'tenant' copy, which the tenant has to be given as an interim receipt and another copy for the landlord or agent.

The landlord or agent has to send the bond and the top sheet ('Authority' copy) of the form to the Bond Authority within five (5) business days after receiving the bond. A \$1,000 fine can be imposed for not doing so.

Payment must be made by cheque, money order or bank cheque payable to Residential Tenancies Bond Authority. The address for the Bond Authority is:

[insert contact details]

The Bond Authority must within seven (7) days send both the tenant and the landlord or agent a receipt. Any tenant who has not received the Authority's receipt 14 days after paying a bond should telephone the Office of Fair Trading and Business Affairs on **[insert telephone number]**

For more information about the Residential Tenancies Bond Authority, see 'Tips for landlords and agents' on page 38 and 'Tips for tenants' on page 42.

How much should the bond be?

Normally, the bond cannot be more than a month's rent if the rent is \$350 a week or less. A landlord or agent who wants a higher bond must apply to the Tribunal.

A fine of \$500 can be imposed if a landlord or agent requests or receives a higher bond. This does not apply if it is stated in the tenancy agreement that the premises are the landlord's own home and the tenant is only renting it until the landlord comes back.

Does there have to be a condition report?

A landlord or agent taking a bond has to prepare a condition report on the premises. This report sets out the state of repair or general condition of the premises, including any items as being good, fair or poor.

The condition report is evidence that can be used if there is a dispute later about who should pay for cleaning, damage or missing items. If it is done properly, it can be conclusive proof.

The landlord or agent has to give two (2) signed copies of the condition report to the tenant before the tenant occupies the premises. A \$500 fine can be imposed if this is not done.

There should be space for comments if the tenant disagrees with the report. The tenant should check the report, put in any comments, sign it and return one (1) signed copy to the landlord or agent. The deadline is three (3) business days after occupying the premises.

The tenant should keep the other copy of the condition report until the end of the tenancy. The landlord or agent might claim some or all of the bond for cleaning, repairs or missing items. If the report says the job already needed to be done at the start of the tenancy or the items were not listed, it can help prove that the bond should be returned to the tenant.

Guarantees

Can the landlord or agent ask for a guarantee as well as a bond?

The landlord or agent cannot ask for a guarantee as well as a bond unless:

- the rent is more than \$350 a week, or
- the tenant has just rented the landlord's own home until the landlord comes back and the tenancy agreement says that is what has happened.

Otherwise a \$1,000 fine can be imposed.

If a tenant has paid or is required to pay a bond and a guarantee is also requested, the guarantee is unenforceable. If the landlord or agent has accepted a guarantee with no bond, the guarantee is unenforceable to the extent to which the amount guaranteed exceeds one month's rent.

Rent in advance

If the rent is due weekly, the landlord or agent cannot ask for more than 14 days rent in advance.

If the due days for rent are more than a week apart and the rent is \$350 a week or less, the landlord or agent cannot ask for more than one months rent in advance. If a landlord or agent does, a fine of \$1,000 can be imposed.

It is the tenant's obligation to pay the rent and continue to pay the rent when due. The person who receives the rent, usually the landlord or agent, must give the tenant a receipt for the rent. The requirements about rent receipts are explained in the next section, 'STAGE TWO: DURING THE TENANCY' (see page 8).

Contact details

If there is no agent acting for the landlord, the landlord has to give their full name and address to the tenant in writing. An emergency telephone number must also be given in case urgent repairs are needed.

If the landlord is using an agent, the agent's full name, address, telephone and fax numbers must be given to the tenant in writing. In addition, the tenant has to be told in writing:

- whether the agent can authorise urgent repairs and if so
- the maximum amount the agent can authorise, and
- the telephone or fax numbers to be used.

The deadline for giving the tenant these details is the day it is agreed the tenant is to move in. A \$500 fine can be imposed for not meeting the deadline.

If any of these contact details change during the tenancy, the landlord or agent has to let the tenant know in writing within seven (7) days. A \$500 fine can be imposed for failing to do so.

It is in the tenant's interest to make sure the landlord or agent is advised immediately of any change in their contact details.

Who makes sure the premises are vacant and clean?

The landlord or agent has to make sure the premises are vacant and reasonably clean on the day the tenant is due to move in.

If the premises are not vacant, the tenant can:

- end the tenancy (see 'If the tenant wants to leave, page 18), or
- refuse to move in until they are vacant.

If the premises are not reasonably clean, the tenant can refuse to move in until they are reasonably clean.

The tenant is not liable for rent while waiting for the premises to be vacated or made reasonably clean.

Water meter readings

In the Melbourne metropolitan area, if the premises have a separate meter, the landlord or agent can have the tenant billed for water usage and sewerage disposal by giving the water company the tenant's details. The water company will read the meter and bill the tenant from that point on.

In other areas, tenants moving into premises that have a separate meter must let the water authority know at least two (2) days before moving in (not counting weekends and public holidays). Otherwise, the tenants will have to pay for the total amount of water supplied to the premises since the last meter reading before they moved in. It is best to confirm the details in a letter to the water authority and keep a copy. Some water authorities may charge for the meter reading, the cost of which is the responsibility of the landlord.

Stage 2

During the tenancy

This section contains important information for tenants and landlords or agents on:

- rent
- running expenses
- looking after the premises
- bringing in other people
- repairs
- entry by the landlord or agent
- the end of a tenancy agreement.

Rent

Tenants have a duty to pay rent and to continue paying the rent until the tenancy actually ends.

Under most tenancy agreements, the rent will be payable in advance at the start of the tenancy. If the next regular payment is late or not made, the tenant will be behind with the rent straight away and the landlord or agent may take action against the tenant.

Receipts for rent

The person who receives the rent, usually the landlord or agent, must give the tenant a receipt for rent:

- if the rent is paid in person - immediately
- otherwise - within five (5) business days, if a receipt is requested at the time of payment.

If the rent is not paid in person and there is no request for a receipt, the landlord or agent has to prepare a receipt and keep it until it is collected by the tenant or for 12 months, whichever occurs earlier.

A \$500 fine can be imposed for failing to comply with this requirement.

A rent receipt has to:

- be signed by the person who receives it
- give the tenant's name
- give the property address
- give the date the money was paid
- say what period the payment was for
- say how much was paid, and
- say it is a receipt for rent.

Rent increases

If the tenancy agreement has a set ending date, the landlord or agent cannot increase the rent before that date, unless the agreement otherwise allows.

In all cases, the landlord or agent has to give the tenant at least 90 days written notice of any rent increase.

What if the tenant thinks the rent is too high?

The tenant can write to the Director of Fair Trading and Business Affairs for a report on the rent being charged if:

- the landlord or agent has given notice of an increase that the tenant thinks will make the rent excessive (having regard to market rent), or
- the landlord or agent has reduced or withdrawn services, facilities or other items the tenant was getting with the tenancy.

A request for a report must be made in writing within 30 days of receiving the notice of rent increase.

The section on the Office of Fair Trading and Business Affairs at the front of this guide, under the heading 'Helpful addresses', tells you how to address the letter.

After receiving the report, the tenant can apply to the Tribunal within 30 days to set a maximum rent which stays in force for 12 months.

Can the tenant stop paying rent if the landlord or agent will not do repairs?

No. The way to get disputes about repairs sorted out is explained in the section headed 'Repairs' (see page 13).

If the premises are totally destroyed, partly destroyed and unsafe or unfit for living in, the tenant can end the tenancy immediately. This is explained later in this guide, in the section 'If the tenant wants to leave' (see page 18).

Can the tenant stop paying rent for the last month if the bond will cover it?

No. The bond is separate. A tenant can be fined \$1,000 for trying to treat any part of the bond as rent.

Running expenses

A water bill may list several charges. Usually, the tenant only has to pay the charges (if any) for:

- the actual amount of water supplied to the premises, and
- sewerage disposal during the tenancy.

The tenant does not have to pay unless there is a separate meter. Even where there is a separate meter, the landlord or agent may agree to pay these charges. Also, if the landlord or agent replaces any water appliance, fitting or fixture and the replacement does not have at least a Standards Australia 'A' rating, the landlord or agent is liable for all water consumption charges until an 'A' rated item is installed.

The landlord or agent usually has to pay all other:

- water supply charges, including the installation cost for connection
- charges related to sewerage and drainage services, and
- water company or authority charges.

The landlord or agent has to pay all installation and initial connection costs for electricity, gas or oil supply. If there is a separate meter, all other charges for electricity, gas or oil must be paid by the tenant, unless otherwise agreed. If there is no separate meter the landlord or agent has to pay. For bottled gas, the landlord or agent pays for the supply or hire of bottles and the tenant pays for the gas.

The landlord or agent has to indemnify (ie. cover) the tenant for any amount recoverable by the supplier from the tenant for rates and taxes that are not based on the amount of the service supplied to the premises, unless the tenancy is for a fixed period of more than a year. If the tenancy is for a fixed period of more than a year, the landlord does not have to indemnify the tenant for rates and taxes government agencies can legally place on the tenant.

Looking after the premises

The tenant has to:

- keep the premises reasonably clean, unless the agreement says the landlord or agent has to do this
- be careful not to cause damage
- notify the landlord or agent as soon as possible if any damage is done - it is best for the tenant to put it in writing and keep a copy
- avoid causing a nuisance (for example, annoying the neighbours with persistent noise)
- make sure that they and their visitors respect the neighbours' rights to privacy, peace and comfort
- make sure the premises are not used for any illegal purpose

- give the landlord or agent a key immediately after changing any lock
- get the landlord's or agent's permission preferably in writing to:
 - change a lock in a master key system
 - install fixtures
 - make additions or alterations, and
 - do renovations (NOTE: Unless otherwise agreed, the tenant will have to restore the premises to the condition they were in immediately before the installation of fixtures, additions, alterations or renovations, fair wear and tear excepted).

The landlord or agent has to:

- on or before the occupation date, give the tenant a statement of the rights and duties of a landlord and tenant under a tenancy agreement, (ie. a copy of the document you are reading)
- keep the premises in good repair
- ensure that any replacement water appliance, fitting or fixture has at least a Standards Australia 'A' rating (check the label)
- make sure all external doors and all the windows have locks to secure them
- give the tenant a key immediately after changing any lock, and
- let the tenant have 'quiet enjoyment' of the premises (for example, avoid disturbing them unnecessarily).

Bringing in other people

The tenant has to get the landlord's or agent's written permission before assigning or sub-letting the premises or any part of the premises. If a tenant does get the landlord's or agent's permission, then a new tenancy agreement needs to be entered into and matters relating to the bond and condition report need to be resolved.

The landlord or agent has to give permission unless there is a good reason to refuse. It is illegal to charge a fee for giving permission. If the tenant believes the landlord or agent is unreasonably withholding consent, they can apply to the Tribunal. However, if you are a tenant in public housing the landlord is permitted to refuse consent. If you have any queries you should check with your local housing office.

Before finalising any agreement, it is a good idea to get some expert advice.

Telling the Bond Authority about changes

The Bond Authority must be told about any changed arrangements concerning the bond, otherwise it will not be able to pay out the bond to the right person.

If a new landlord takes over the property, the old and new landlords or their respective agents have to fill in and sign a Bond Authority Transfer form and send it to the Authority within five (5) days after the changeover. The new landlord or agent must give a copy of the form to the tenant.

If a new tenant is brought in to share or take over a tenancy, the landlord or agent, the old tenant and the new tenant have to fill in and sign a special form and the landlord or agent and the old tenant and the new tenant have to notify the Authority by giving the form to the Authority within five (5) days after the changeover. A \$1,000 fine can be imposed for not sending a bond transfer form to the Authority. A landlord or agent can be fined \$1,000 for not giving the tenant a copy of the form.

Repairs

All repairs are the landlord's responsibility, but if the tenant is responsible for the damage the landlord can ask the tenant to arrange or pay for repairs.

When a water appliance, fitting or fixture needs to be replaced, the landlord has to make sure the new one is rated at least 'A' for water efficiency under the Australian Standard (MP64-1995). Products like this do not waste water and they may save money. You can tell they are rated at least 'A' by checking with the plumber and there should be a label showing the rating on the appliance.

Urgent repairs

What counts as an urgent repair?

An urgent repair is any work needed to fix

- a burst water service
- a blocked or broken lavatory system
- a serious roof leak
- a gas leak
- a dangerous electrical fault
- flooding or serious flood damage
- serious storm or fire damage
- a failure or breakdown of any essential service or appliance provided by the landlord or agent for hot water, water, cooking, heating or laundry
- a failure or breakdown of the gas, electricity or water supply
- any fault or damage that makes the rented premises unsafe or insecure
- an appliance, fitting or fixture which is not working properly and causes a substantial amount of water to be wasted, or
- a serious fault in a lift or staircase in the rented premises.

What to do about urgent repairs

If urgent repairs are needed the tenant should first take reasonable steps to arrange for the landlord or agent to fix the problem .

If the tenant is not able to get the landlord or agent to carry out urgent repairs, the tenant can have them done and the landlord or agent will have to pay the tenant the reasonable cost of repairs or \$1,000, whichever is less. Receipts should be kept to prove how much was spent. If a water appliance, fitting or fixture needs to be replaced quickly as part of an urgent repair arranged by the tenant, the tenant can have an 'A' rated item put in.

The tenant has to give the landlord or agent notice of what repairs were done and what they cost. Look at the section on notices under the heading 'How are problems solved?' on page 33 of this guide. The landlord does not have to pay until 14 days after the notice is given.

Sometimes:

- the urgent repairs are going to cost more than \$1,000, or
- the tenant cannot afford to pay for them, or
- the landlord threatens not to pay if the tenant has the repairs done.

In those cases, the tenant can apply to the Tribunal which must hear the application within two (2) business days after receipt. The Tribunal can order the landlord to do the repairs.

Non-urgent repairs

The tenant can give the landlord or agent 14 days written notice of any repairs that need doing. Look at the section on notices under the heading 'How are problems solved?' on page 33 of this guide.

When a notice has been given, the tenant can apply to the Tribunal for an order that the rent should be paid into the Rent Special Account while the repairs issue is being sorted out, instead of to the landlord or agent. The tenant should continue to pay the rent.

If the landlord or agent does not carry out the repairs within 14 days after receiving notice, the tenant should send a copy of the notice to the Office of Fair Trading and Business Affairs with a letter asking for an investigation. The section on 'Helpful addresses' at the front of this guide tells you how to address the letter.

If the repairs still have not been done after the tenant has received the investigation report from the Director of Fair Trading and Business Affairs, the tenant can apply to the Tribunal for a repair order.

Entry by the landlord or agent

Entry at agreed times

If the tenant agrees that the landlord or agent can enter at a set time within the next seven (7) days, the tenant has to let the landlord or agent in at that time.

Entry on 24 hours notice

The landlord or agent has the right to enter on 24 hours notice in order to:

- carry out duties under the agreement, the Act or any other Act, or
- value the property, or
- show through prospective buyers or lenders, or
- check a reasonable belief that the tenant has not met their duties as a tenant, or
- make one (1) general inspection in any six (6) month period.

The landlord or agent also has the right to show prospective tenants through if the tenant has already given notice or been given written notice to move out. However, the right of entry can only be exercised in the period of 14 days before the termination date specified in the notice. Notices to vacate are explained in the section 'If the landlord or agent wants the tenant to leave' (page 21 of this guide).

The landlord or agent can come in to do any of these things provided at least 24 hours notice has been given. The notice has to be in writing and must state the reason for entry.

The landlord or agent can only enter in this way between 8.00am and 6.00pm and not on public holidays. If the tenant is there, they have to let the landlord or agent in, but the landlord or agent can go in even if the tenant is not home.

What the landlord or agent cannot do

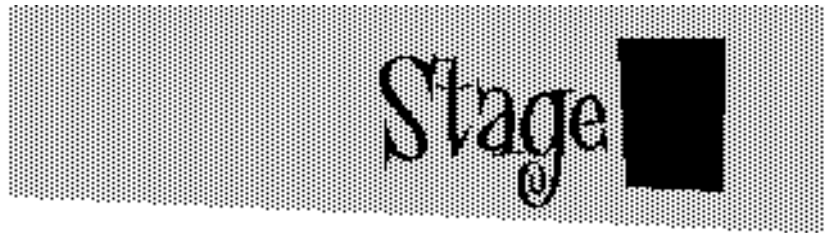
Whether entering at an agreed time or on 24 hours notice the landlord or agent does not have the right to:

- enter in an unreasonable way or
- stay any longer than necessary to do what is required, unless with the tenant's permission.

A \$2,000 fine can be imposed if a landlord or agent tries to obtain possession of the premises in any way not covered by the Act, whether peaceable or not. Look at the section 'If the landlord or agent wants the tenant to leave' (page 21).

What happens when a tenancy agreement expires?

Some tenancy agreements have a set ending date. The tenancy does not automatically finish on that date. Even without a new lease the tenancy goes on until the landlord or agent or the tenant brings it to an end with a valid notice which should be in writing. See the next section, 'STAGE 3: SOMEONE WANTS TO END THE TENANCY'.



Someone wants to end the tenancy

This section explains what a tenant or a landlord has to do to end a tenancy. It deals with cases where the tenant wants to leave and cases where the landlord wants the tenant to leave.

It covers:

- putting notice in writing
- giving notice
- the amount of time to allow for giving of notice
- defending a notice
- what happens when notice 'runs out'
- ending a tenancy agreement early

If the tenant wants to leave

Written notice

The tenant has to give the landlord or agent proper notice.

The notice has to:

- be in writing
- be signed by the tenant or the tenant's agent, and
- give the date the tenant plans to leave taking into account the amount of time required for the notice under the Act.

How much time does the notice have to give?

The amount of time required for the notice depends on the reason why the notice is being given.

<i>Reason</i>	<i>Minimum notice time (set ending date only if tenancy agreement says so)</i>
Before the tenant moves into the premises and: <ul style="list-style-type: none"> • not vacant • not in good repair • totally destroyed • partly destroyed and unsafe • unfit for living in • not legally available as a residence • not available for occupation 	Immediate notice
The premises are: <ul style="list-style-type: none"> • totally destroyed • partly destroyed and unsafe • unfit for living in 	Immediate notice
The landlord has breached a Tribunal compliance order or compensation order	14 days
The tenant has already served two (2) breach of duty notices and the same problem arises again (tenancy agreements with set ending date only)	14 days
Any other reasons	28 days - but if there is a set ending date on the tenancy agreement the ending date on the notice cannot be before that date. There is a section further on in this guide about ending a tenancy agreement early.

The tenant can also give 14 days notice if:

- the landlord or agent has given a 60 day or longer notice to vacate, or
- the tenant has received a written offer of public housing from the Director of Housing, or
- the tenant needs to vacate in order to obtain special or personal care.

'Special or personal care' means:

- assistance with one or more of the following:
 - bathing, showering or personal hygiene
 - toileting
 - dressing or undressing
 - meals, or
- physical assistance for persons with mobility problems, or
- assistance for persons who are mobile but require some form of supervision or assistance, or
- assistance or supervision in dispensing medicine, or
- the provision of substantial emotional support in a health or residential service.

If there is a specific ending date on the tenancy agreement, the ending date on this 14 day notice cannot be before that date.

How is a notice of intention to vacate given to the landlord or agent?

The notice can be:

- delivered personally to the landlord or agent, or
- left for the landlord or agent at their residence or business with a person apparently over the age of 16 years and apparently residing or employed there, or
- if the landlord or agent is a corporation, given to an authorised officer of the corporation, employed at its registered office, or
- posted to the landlord or agent at their residence or business, allowing three (3) business days for post or, if the landlord or agent is a corporation, posted to the

corporation's registered Victorian address. Preferably use registered post so you have proof of when you sent the notice.

If the landlord or agent wants the tenant to leave

Written notice

A landlord or agent can be fined \$2,000 for trying to force a tenant to leave, either physically or in some other way not covered by the Act.

What happens after a landlord or agent gives a tenant proper notice is explained under the heading 'What happens when notice runs out?' (see page 25).

The notice has to:

- be in the prescribed form (available from the Office of Fair Trading and Business Affairs)
- be addressed to the tenant
- be signed by the landlord or agent
- give a reason (unless it is a 90 day notice), and
- give the date the tenant is to leave.

How is the notice given to the tenant?

The notice has to:

- be sent to the tenant by registered post, or
- be given to the tenant.

How much time does the notice have to give when the tenant is at fault?

For these notices it does not matter if there is a set ending date on the tenancy agreement.

<i>Reason</i>	<i>Minimum notice time and kind of notice if at fault by tenant only</i>
Damage is maliciously caused to the premises or common areas by tenant or visitor	Immediate notice
Tenant or visitor putting neighbours in danger	Immediate notice
Tenant owes 14 days rent or more	14 days
Tenant has breached a Tribunal order or compensation order	14 days
Tenant has already been served with two (2) breach of duty notices and the same problem arises again	14 days
Premises used for illegal purposes	14 days
Other tenants brought in without consent	14 days
Tenant did not pay bond as agreed	14 days
Tenant has a child living at the premises when the agreement is one which does not allow children	14 days
Landlord is a government housing authority and the tenant misled the authority to enable them to be accepted as a tenant	14 days

How much time does the notice have to give when no-one is at fault?

The landlord or agent can give immediate notice to vacate if the premises are:

- totally destroyed
- partly destroyed and unsafe, or
- unfit for living in.

For the following notices, the ending date on the notice cannot be before the set ending date on the tenancy agreement.

There is a section further on in this guide about Ending a tenancy agreement early (see page 26).

<i>Reason</i>	<i>Minimum notice time set out in the tenancy agreement except for tenancy by agreement only</i>
The tenancy agreement has a set ending date and states that the tenant has rented the landlord's premises and the landlord will occupy it at the end of the tenancy agreement	14 days
The premises have to be vacant for reconstruction, repairs or renovations (for which all necessary permits have been obtained) and the work cannot be properly carried out unless the tenant vacates	60 days
The premises are to be demolished and all necessary permits have been obtained	60 days
The landlord wants to do something else with the premises (for example, use them for a business) instead of renting it out principally as a home	60 days

<i>Reason for notice</i>	<i>Minimum notice period to be served by registered proprietor</i>
The landlord or a member of the landlord's immediate family (including parents and parents-in-law) or a dependent of the landlord who normally lives with the landlord will be moving in	60 days
The premises are to be sold or offered for sale with vacant possession immediately after the termination date	60 days
A government authority owns the premises and needs them for public purposes	60 days
End of fixed term tenancy agreement of less than six (6) months	60 days
End of fixed term tenancy agreement of six (6) months or more	90 days
The landlord is a government housing authority and the tenant no longer meets its eligibility criteria	90 days
No specified reason, but not just because tenants have been exercising their rights or saying they will	90 days

If the landlord or agent has given a 60 day or longer notice to vacate, the tenant can avoid staying till the end of the notice period by giving their own 14 day notice. But if there is a set ending date on the tenancy agreement, the ending date on the tenant's notice cannot be before that date.

There are restrictions on re-letting in certain circumstances when a tenant leaves after a 60 day notice. See page 32 for details.

What if a tenant wants to defend a notice?

The Tribunal can cancel an 'end of fixed term' or 'no specified reason' notice if it was given because the tenants were exercising their rights or saying they would. The tenant has to apply to the Tribunal within 21 days from receiving a 60 day 'end of fixed term' notice or 28 days from receiving a 90 day 'end of fixed term' or 'no specified reason' notice.

Tenants can argue against other notices to vacate too, if they have rectified the matters complained of, they dispute the reason given or if it would be too hard on them to move out without an extension of time. If they cannot come to an agreement with the landlord or agent, they can wait for the notice to run out and go to the Tribunal for a hearing. The Tribunal can make special allowances to avoid severe hardship to tenants or landlords when making a decision.

What happens when notice runs out?

If notice given by the tenant or landlord or agent to end the tenancy runs out and the tenant has not left, the Tribunal will deal with an application by the landlord or agent for a possession order. For 'end of fixed term' and 'no specified reason' notices and notices given by the tenant, the landlord or agent has to wait for the notice to run out before applying to the Tribunal.

The tenant has the right to come to a hearing and give evidence. The Tribunal will hear and consider both sides. The Tribunal can deal with 'rental arrears' and 'end of fixed term' notices without a hearing if the landlord or agent follows the requirements set out in the Act and the tenant does not object.

Tenants who want a hearing of a landlord's or agent's application about rental arrears or the end of a fixed term should complete and lodge the objection form given to them by the landlord or agent immediately to the Tribunal and serve a copy on the landlord or agent.

If the Tribunal makes a possession order, the landlord or agent still cannot use force to make the tenant leave, otherwise a fine of \$2,000 may be imposed. The police or authorised person will enforce the possession order after the landlord or agent gets a warrant of possession from the Tribunal office.

Ending a tenancy agreement early

When there is a set ending date on the lease, the tenant and the landlord or agent can agree to end the tenancy early if they want to. It is best to put the agreement in writing.

If they cannot agree, the person who needs to end the tenancy early has to apply to the Tribunal.

Just walking out and stopping rent payments is a breach of contract. The Tribunal can award compensation for money lost as a result (for example rent lost while the premises are empty, re-advertising costs).

The Tribunal can reduce the period of the tenancy agreement if:

- staying and/or paying to the end would be a serious problem for the tenant
- the effect on the tenant would be greater than the effect on the landlord, and
- the tenant did not know at the start of the tenancy that the problem was going to occur.

The Tribunal can also reduce the period of the tenancy agreement if:

- letting the tenant stay to the end would be a serious problem for the landlord
- the effect on the landlord would be greater than the effect on the tenant, and
- the landlord did not know at the start of the tenancy that the problem was going to occur.

The Tribunal can also make an order providing for compensation to be paid by the person who has applied for the reduction of the period of the lease, to the other person.



When the tenant leaves

When the tenant leaves there are requirements about:

- the bond
- letting the water company or authority know and having the meter read
- what has to be done when any belongings are left behind
- re-letting.

The bond

Usually, the landlord or agent and the tenant will agree about who should get the bond or how it should be divided between them. If they both sign the special bond refund application form, the Bond Authority will pay the bond out as directed. For any of the bond to be paid to the landlord or agent, the form cannot be signed more than seven (7) days before the end of the tenancy.

If the landlord or agent and the tenant do not agree, one of them must apply to the Tribunal. A different procedure applies for bonds supplied by the Office of Housing. All of the bond which has been paid by the Office of Housing must be returned at the termination of the tenancy, otherwise it will be regarded as a debt owing by the tenant to the Office of Housing. If a tenant has any queries they should check with their local housing office.

The landlord or agent can only claim compensation for:

- damage caused by the tenant or visitors
- the tenant not keeping the premises reasonably clean
- the tenant abandoning the premises
- the tenant leaving the landlord to pay bills that the tenant should have paid
- loss of the landlord's goods, and
- unpaid rent.

Costs due to fair wear and tear cannot be claimed. If the tenant moves out and cannot be located, the landlord or agent can apply to the Tribunal for an order that unpaid rent be paid out of the bond without a full hearing, based on an affidavit. This application has to be made within 14 days after the tenant moves out.

The tenant can ring the Tribunal office to check whether the landlord or agent has made a claim. If the claim is for unpaid rent and the tenant disagrees, they should make sure the Tribunal staff know they want to give their side of the story at a hearing and they will be told what steps they are required to take. There will always be a hearing for any other type of claim. The tenant should also make sure the Tribunal has their new address so that notice of the hearing date will reach them.

If the tenant has been unable to come to an agreement with the landlord or agent about the bond and the landlord or agent has not made a claim, the tenant should apply to the Tribunal to get the bond back.

Water meter readings

In the Melbourne metropolitan area, a tenant being billed for water usage and sewerage disposal should let the water company know before moving out. The water company will read the meter and stop billing the tenant from that point on.

In other areas, tenants moving out of premises that have a separate meter must let the water authority know before going, or at the latest within two (2) days after leaving (not counting weekends and public holidays). Otherwise, the tenants will have to pay for the total amount of water supplied to the premises until the next meter reading or the start of the next billing period.

It is best to confirm the details in a letter to the water company or authority and keep a copy.

Belongings left behind

It is common sense for tenants to take all their belongings with them and to leave a forwarding address when they go, but sometimes this does not happen.

If any personal documents or goods are left behind, arrangements should be made for them to be collected by the tenant. The landlord or agent cannot just refuse to give back any of a tenant's belongings, even if the tenant owes rent.

If they are not collected the landlord or agent has to follow strict requirements set out in the Act.

Personal documents

Personal documents consist of official documents, photographs, correspondence and any other documents which it would be reasonable to expect a person would want to keep.

The requirements for dealing with personal documents cover:

- taking reasonable care of the documents for 28 days
- special notice to the tenant in a newspaper advertisement within the first seven (7) days, and
- letting the tenant reclaim the documents after paying back any money the landlord or agent had to spend to remove and care for them and/or to notify the tenant.

A \$2,000 fine can be imposed for not letting a tenant reclaim documents when they were willing to pay a reasonable amount to cover those costs.

If the landlord or agent complies with the requirements set out in the Act and the tenant does not claim the documents, the landlord or agent can dispose of the documents. The landlord or agent can then apply to the Tribunal to recover the costs of removal, care of the documents and of notifying the tenant through the Tribunal.

Other belongings

The requirements for dealing with other belongings left behind cover:

- storage of the goods for 28 days
- special notice to the tenant within seven (7) days of storing the goods, if necessary by newspaper advertisement
- letting the tenant reclaim the goods after paying back any money the landlord or agent had to spend to remove and store them and/or to notify the tenant.
- auctioning of unclaimed goods and meeting removal, storage and auction costs from the money raised, and
- disposal of any extra money raised.

A \$1,000 fine can be imposed for not letting a tenant reclaim goods when they were willing to pay a reasonable amount to cover those costs.

The Act and Regulations set out these requirements. They do not apply to perishable foods, goods that are dangerous or of no monetary value but for any other goods they have to be followed unless removal, storage and auction costs for the goods as a whole would be more than the auction proceeds.

This can be hard to estimate. However on request, the Office of Fair Trading and Business Affairs will make an assessment which legally protects the landlord or agent. The section on 'Helpful addresses' at the front of this guide tells you how to contact them.

A tenant who suffers a loss because the landlord or agent fails to comply with the legislation can apply to the Tribunal to be compensated for any loss. If the landlord or agent complies with the legislation and suffers a loss, they can also apply to the Tribunal to be compensated for any loss. Look at the section about the Tribunal (see page 34).

Reletting

There are special requirements for re-letting if the tenant leaves after a 60 day notice from the landlord or agent where the premises are to be demolished, the landlord wants to do something else with the premises instead of renting them out principally as a home or the premises are to be sold or offered for sale with vacant possession.

Normally, unless the landlord or agent has permission from the Tribunal, they cannot re-let the property for six (6) months after giving the 60 day notice.

This requirement does not apply when:

- the reason given on the notice was repairs or renovations, government needs or end of a fixed term, or
- the new tenant who moves in is a member of the landlord's immediate family (including parents and parents-in-law), or a dependant of the landlord who normally lives with the landlord, or
- a new landlord rents premises which have recently been sold and were vacated by a previous tenant.

How are problems solved?

1 - TRY TO SETTLE IT

It is best for the tenant and the landlord or agent to try to solve any problems by coming to an agreement.

Of course, the agreement has to be within the law. Often one side will just have to admit they were wrong.

This may involve paying compensation. If one person has lost money or had to spend extra because the other has done the wrong thing, they have a right to get that moneyback.

To avoid more problems later, any agreement should be put in writing and signed by both parties.

2 - GET ADVICE AND GIVE A NOTICE

If a dispute gets too difficult, the Office of Fair Trading and Business Affairs or a tenancy advice service will be able to advise you.

If a tenant or landlord wants to enforce their rights, they usually have to give a notice to the other person.

A notice always has to say what you want done and when you want it done. The amount of notice you have to give varies, depending on the type of problem.

There are compulsory forms for notices to vacate and for advertising personal documents and goods left behind. The Office of Fair Trading and Business Affairs has these compulsory forms as well as other forms you can use for different types of notice. The requirements for notices when the landlord or agent or the tenant wants the tenancy to end are explained in the section of this guide headed

'STAGE 3: SOMEONE WANTS TO END THE TENANCY'
(page 18).

Other notices should be:

- delivered personally to the person, or
- if the person is a corporation, given to an authorised officer of the corporation who is employed at its registered office, or
- left for the person at their home or business address with a person apparently over 16 years of age and apparently living or working there, or
- posted to the person at their residence or business or if the person is a corporation, to the corporation's registered Victorian address, allowing three (3) business days for post. Preferably use registered post so you have proof of when you sent the notice.

3 - USE THE TRIBUNAL

The Tribunal can deal with any dispute relating to a tenancy agreement. For example, it can order a person to comply with their duties and/or to pay monetary compensation for failing to do so.

You usually have to take other steps before applying, such as giving a notice (see previous section).

An application should include:

- a completed and signed application form with the current fee paid (ring the Tribunal to find out the cost and how to pay)
- a copy of the application form
- copies of all notices you have given or sent, and
- copies of any other documents which are important for your claim such as receipts, letters, photos, statutory declarations, and reports from the Director of Fair Trading and Business Affairs. The originals of these documents should be produced by you at any subsequent Tribunal hearing.

Application forms are available from the Office of Fair Trading and Business Affairs, tenancy advice services and the Tribunal.

Applications can be given to staff or sent to:

[insert contact details]

Urgent cases

In cases of extreme hardship or urgency you can ask for your case to be heard quickly. You will need to write a letter to go with your application form, saying why it is urgent.

If you can get to the Tribunal office before 4.30pm, you can save time by taking the form and the letter in yourself instead of posting it.

Hearing date

The Tribunal staff will write to tell you the day, time and place of your hearing. It is important that you attend. If you cannot go, ask the other person if they will agree to another time. If they agree and you both write to the Tribunal, the date may be changed. If they do not agree, you should write to the Tribunal as far in advance of the hearing date as possible to explain why you cannot attend. Sometimes the date or time can still be changed. If not, the hearing will be held in your absence.

Interpreters

Friends or relatives are not allowed to interpret for you at the hearing, although they are welcome to come with you.

If you would like an interpreter, it is preferable for you to write to the Tribunal at the time of making the application or include a request for an interpreter in the application. The staff will arrange for an interpreter free of charge.

What happens at Tribunal hearings?

Tribunal hearings take place in country Victoria as well as the city and suburbs. The hearings are informal and usually open to the public. A tenant can ask the local tenancy advice service to help them prepare for the hearing.

The Tribunal Member, who is a lawyer, will hear and consider all the evidence on both sides. This will include any witnesses, photographs and other documents you bring with you. It is important to be as well prepared as possible.

Usually the only cost involved in the hearing is the application fee. But the Tribunal may order one side to pay the other side's costs in certain circumstances.

The Tribunal's decisions are usually made on the day of the hearing. They must be obeyed by the landlord or agent and the tenant. If anyone does not obey an order of the Tribunal or misbehaves at a hearing they may be fined or imprisoned.

What if you miss the hearing?

If you miss the hearing and there is a good reason, telephone the Tribunal urgently for advice about applying for another hearing.

NEW RULES FROM 1 JULY 1998


The *Residential Tenancies Act* 1997 is operational from 1 July 1998.

For the first time, legislation affecting residential tenancies, caravan parks and moveable dwellings and rooming houses has been brought together into one Act written in plain English. This guide deals with residential tenancies.

Major changes for tenants/landlords are few. These are:

- centralised administration of all residential bonds by the Residential Tenancies Bond Authority (see pages 3 and 38)
- a requirement that all notices to vacate be in a prescribed form (see 'If the landlord or agent wants the tenant to leave' page 21)
- termination provisions to end a fixed term tenancy agreement (see page 24)
- the reduction of the notice period for a notice to vacate for no specified reason from six (6) months to three (3) months (see page 24)
- a 'streamlined' Tribunal procedure for rental arrears and also ending of a fixed term tenancy agreement (see page 26)
- urgent repairs (see page 14)
- the removal of any restriction on the period between rent increases, while maintaining mandatory notice periods (see page 9).

You are encouraged to read and use this guide to learn your rights and duties. Call the Office of Fair Trading and Business Affairs on **[insert telephone number]** if you have any queries or would like to know more about the changes to your rights and duties.



A central bond management system came into force on 1 July 1998, changing the way landlords and agents handle tenants' bond money. Under the *Residential Tenancies Act 1997*, the Residential Tenancies Bond Authority is responsible for receiving, registering and refunding all bond money. It is administered by the Office of Fair Trading and Business Affairs. As a landlord, agent or tenant, you should ensure you are familiar with the new system so that you all comply with the Act.

Tips for landlords and agents

At the start of the tenancy

- Complete and sign the bond lodgment form and give the tenant their copy
- Forward bond money and the Bond Authority's copy of the lodgment form to the Authority
- Ensure you receive the Bond Authority receipt

At the end of the tenancy

- Reach agreement with the tenant on any division of the bond money
- Complete and sign the bond claim form
- Ensure the completed bond claim form is sent to the Residential Tenancies Bond Authority

Why has the system been changed?

The creation of a central bond authority is aimed at addressing key concerns about the handling of tenants' bonds. Among other things, the centralised system will provide administrative efficiencies that have already been demonstrated in other States.

Who receives the bond payments?

As you have done in the past, you still receive the tenant's bond. However, you and the tenant must complete and sign a bond lodgment form. This comes in triplicate with a copy for you, the tenant, and the Bond Authority. Details must be completed carefully, as this information is used to open the account with the Bond Authority and ensure the smooth repayment of the bond at the end of the tenancy. If the bond is provided by the Office of Housing, this must be indicated on the form.

How can I forward the money to the Bond Authority?

There are several ways you can forward payments to the Bond Authority. You must ensure you also forward the Bond Authority's copy of the bond lodgment form with each bond payment.

- *Cheques and money orders:* These should be made out to the Residential Tenancies Bond Authority and may be forwarded direct to the Bond Authority.
- *Cash:* If you receive a bond in cash, you must pay the money into a bank account and forward payment (cheque or money order) to the Bond Authority. An agent must use his or her trust account for these payments.

Are there any deadlines?

Yes: You must forward the bond lodgment form to the Bond Authority within five (5) business days of receiving the bond. Failure to do so can incur a \$1,000 fine. Within seven (7) days of the Bond Authority receiving the bond, you should receive a receipt from the Authority containing the registered bond number. If you do not, you should report the matter to the Office of Fair Trading and Business Affairs on **[insert telephone number]**.

When the Office of Housing pays the bond, a receipt will also be forwarded to that office.

What happens with bonds paid before 1 July 1998?

You are required to transfer existing bond money to the Bond Authority by 31 December 1998. You and the tenant must complete and sign a bond lodgment form and forward to the Bond Authority its copy of the form and the bond payment. For information about the transfer process, call the Office of Fair Trading and Business Affairs on **[insert telephone number]**.

What happens if the payment is dishonoured?

If the bond payment to the Bond Authority is dishonoured, the bond cannot be registered. The Bond Authority will notify you by post the same day it is advised of the dishonoured payment. You can then organise to either collect the money and re-lodge the bond, or serve the tenant with a notice to vacate for non-payment of the bond.

What do I do if the tenant changes?

If the identity of the tenant changes, you, the outgoing and the new tenant must all complete and sign the transfer form to change ownership of the bond and forward it to the Bond Authority within five (5) business days of the transfer taking effect. When the identity of the landlord or agent changes, the tenant does not need to sign the transfer form but must receive a copy. The Bond Authority can only pay out the money to the registered bond holder.

What does the Bond Authority do with the bond money?

Under the *Residential Tenancies Act 1997*, the Bond Authority invests the bond money and pays the income to the Residential Tenancies Fund, which is used to pay for the administration of the Act, including Tribunal functions.

How is the bond reclaimed?

At the end of the tenancy, you and your tenant must complete and sign a bond claim form. You and your tenant may agree to the division of the money to be paid - for

example, if there is still rent outstanding or property damage which needs to be repaired. The agreed division should be set out in the bond claim form, which is forwarded to the Bond Authority. (This does not apply to bonds provided by the Office of Housing, which must go through the Victorian and Civil Administrative Tribunal (VCAT) process if there is any claim on the bond.) The Bond Authority will pay directly into the nominated bank account's overnight.

What happens if the tenant and I do not agree?

It is best if you and your tenant first try to resolve any problems yourselves. Remember, legal action can be costly, time-consuming and distressing to both sides. Often it is simply a case of being prepared to compromise to reach an agreement.

And if we cannot resolve things ourselves?

If you cannot resolve the dispute yourselves, you can apply without further notice directly to VCAT, the umbrella organisation created by the amalgamation of various government tribunals and authorities. VCAT's Residential Tenancies List carries out the functions of the former Residential Tenancies Tribunal.

What happens when the property is abandoned and rent is owing?

If the tenant's whereabouts are unknown and rent is owing, you have 14 days to apply to the Tribunal Registrar for an order directing the Bond Authority to repay the bond to cover the rent. The application must be in the prescribed manner and must be verified by an affidavit, which means you may not have to attend the hearing. The Tribunal Registrar can make a determination to distribute the bond money or refer the matter to the Tribunal. You then lodge the determination with the Bond Authority and the money is paid out overnight. For information about this procedure, call VCAT on **[insert telephone number]**.

Tips for tenants***At the start of the tenancy***

- Pay the bond to your landlord or agent
- Complete and sign the bond lodgment form (your interim receipt)
- Ensure you receive the Bond Authority receipt which allows you to reclaim your bond

At the end of the tenancy

- Complete and sign the bond claim form, stating any agreed division of the bond money
- Ensure the completed bond claim form is sent to the Residential Tenancies Bond Authority
- Check the money has been credited to your account by the Bond Authority

Why has the system been changed?

The creation of a central bond authority is aimed at addressing key concerns about the handling of tenants' bonds. Among other things, the centralised system will provide an independent, neutral system for holding the bond money.

How does this affect me?

For tenants, the process of renting a property does not change, except when you pay the bond. As in the past, you hand the bond over to your landlord or agent. However, they must forward that money to the Bond Authority for the duration of the tenancy.

When you pay your bond, you and the landlord or agent must complete and sign a bond lodgment form. This comes in triplicate, with a copy for you, the landlord or agent, and the Bond Authority. Your copy is an interim receipt for the money you have paid. If the bond is an Office of Housing loan, this must be indicated on the form. You should receive a receipt from the Bond Authority within 14 days. If you do not, you should report the matter to the Office of Fair Trading and Business Affairs on **[insert telephone number]**.

Does the way I pay my bond change?

No - you pay exactly as you have done in the past. It is the landlord or agent's responsibility to forward payments to the Bond Authority. If the payment is dishonoured for some reason, the Bond Authority will notify the landlord or agent. They can then serve you with a notice to vacate for non-payment of the bond, or take action to collect the money and re-lodge the bond.

What happens with bonds paid before 1 July 1998?

Landlords and agents are required to transfer existing bond money to the Bond Authority by 31 December 1998. To do this, they will need you to fill out and sign a bond lodgment form, which they will forward with your bond money to the Bond Authority. If you have not received a receipt from the Bond Authority by the end of the transition period, you should contact the Office of Fair Trading and Business Affairs on [insert telephone number].

What does the Residential Tenancies Bond Authority do with the bond money?

Under the *Residential Tenancies Act 1997*, the Bond Authority invests the bond money and pays the income to the Residential Tenancies Fund, which is used to pay for administration of the Act, including Tribunal functions.

What do I do if the landlord/agent or tenants change?

If the identity of the tenant changes, both new and outgoing tenants and the landlord/agent must complete and sign a transfer form to change ownership of the bond. This must be forwarded to the Bond Authority within five (5) business days of the transfer taking effect. If the landlord or agent changes, they must complete the transfer form and send it to the Authority. The tenant does not have to sign the form but must be given a copy. The Bond Authority can only pay to the money to the registered bond holder.

How do I reclaim my bond?

At the end of your tenancy you and your landlord or agent must complete and sign a bond claim form. You and the landlord or agent may agree to the division of the money to be paid - for example, if there is still rent outstanding or property damage which needs to be repaired. The agreed division should be set out in the bond claim form, which must be forwarded to the Bond Authority. (This does not apply to bonds provided by the Office of Housing, which must go through the YCAT process if there is any claim on the bond.) The Bond Authority will pay directly into the nominated bank accounts overnight.

What happens if I do not agree with my landlord or agent about the bond?

It is best if you and your landlord or agent first try to resolve any problems yourselves. Remember, legal action can be costly, time-consuming and distressing to both sides. Often it is simply a case of being prepared to compromise to reach an agreement.

And if we cannot resolve things ourselves?

If you cannot resolve the dispute yourselves, you can apply without further notice directly to YCAT, the umbrella organisation created by the amalgamation of various government tribunals and authorities. YCAT's Residential Tenancies List carries out the functions of the former Residential Tenancies Tribunal.

Further information

If you need further information, contact the Office of Fair Trading and Business Affairs on **[insert contact details]**. Bond lodgment and claim forms are also available from the Office. You can contact YCAT on **[insert contact details]**.

SAFE HOMES

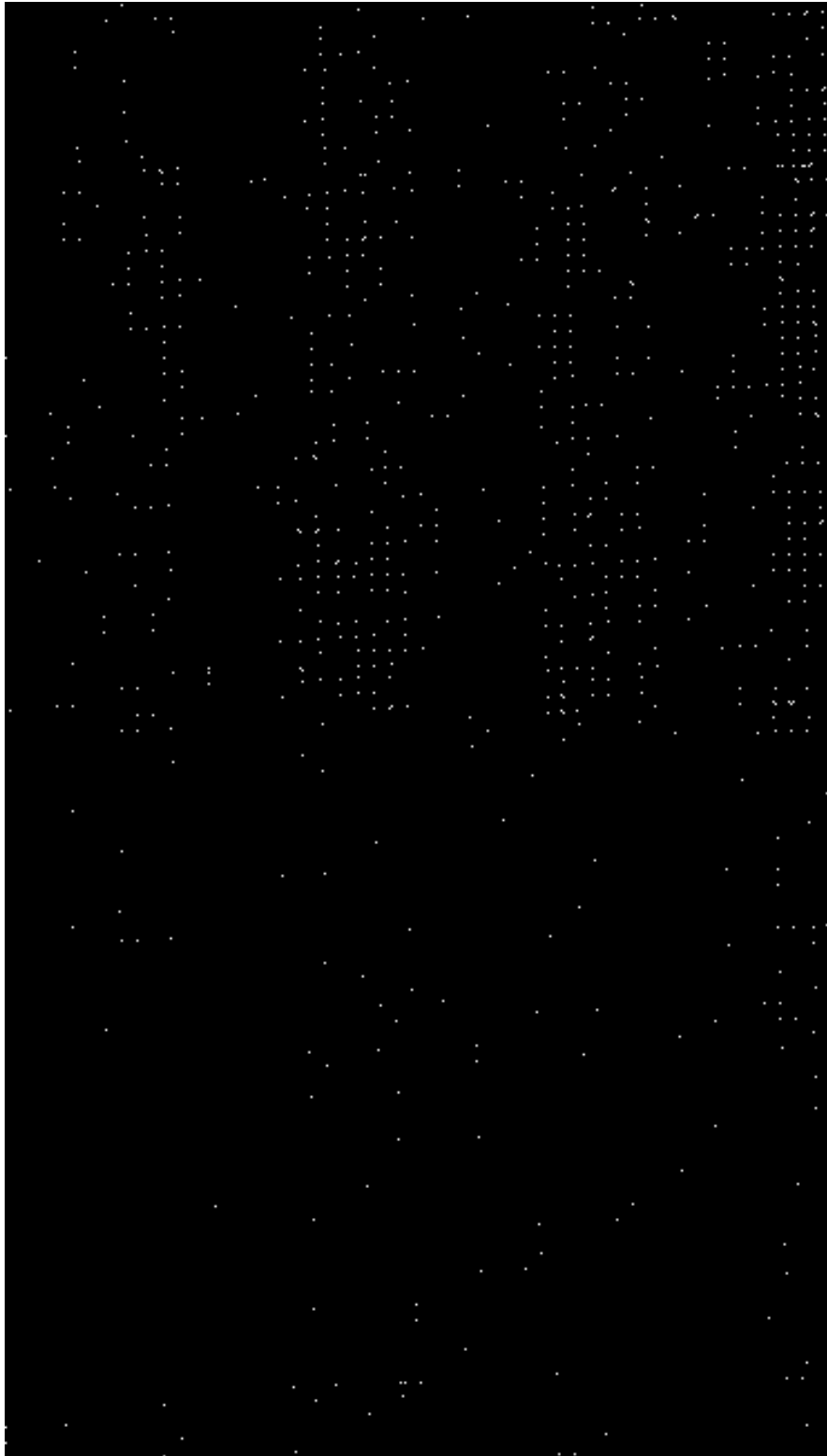
Approved safety switches cut off the power circuit to prevent electrocution if there is a leakage or fault. They are best installed at the switchboard to protect all circuits. There are also switches that can replace an existing power point. Do not 'do-it-yourself', consult a licensed electrician for advice about the different switches available.

Smoke detectors can save lives in the event of a house fire. All new homes and extensions must be protected by smoke detectors. Ideally all homes should have detectors in the hall outside bedrooms and in the kitchen. Many deaths in housefires are caused not from burns but smoke inhalation.

Hot water burns can have a devastating effect on a young child. Many occur in the bath so parental supervision is necessary at all times to ensure a child does not turn on the hot water tap.

Pool fencing is now mandatory on all new swimming pools and outdoor spas deeper than one metre to prevent young children gaining access. Existing unfenced swimming pools must have been fenced by June 1997.






Residential Tenancies Act 1997
STATEMENT OF ROOMING HOUSE
RESIDENT'S RIGHTS AND DUTIES
UNDER THE ACT

The following document incorporates the form of the statement of rights and duties of a rooming house resident under the **Residential Tenancies Act 1977** which I, Bernadette Steele, Director of Fair Trading and Business Affairs, have approved for the purposes of section 124 of the Act, effective from the commencement of that section.


BERNADETTE STEELE
Director of Fair Trading and Business Affairs

Rooming Houses

Statement of Rights
and Duties

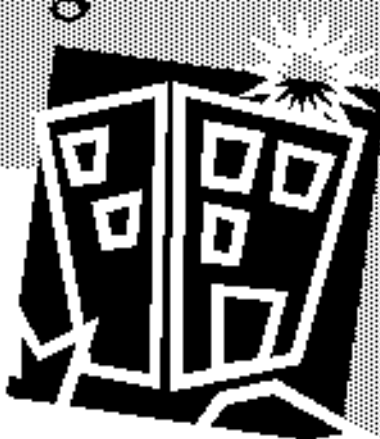


A Guide for
people who live in
Rooming Houses



Rooming Houses

Statement of Rights and Duties



Note: If your agreement with the rooming house owner is to occupy a room, this guide is for you. There is another guide titled 'Renting: Statement of Rights and Duties - A Guide for Landlords and Tenants'. Copies of that guide are available from the Office of Fair Trading and Business Affairs. That guide may apply to people renting a room or rooms if they have a tenancy agreement or the building is not considered to be a rooming house. You can get further advice from the Office of Fair Trading and Business Affairs or a tenancy advice service.

Telephone Interpreter Service (TIS)

English

For advice or information contact the Office of Fair Trading and Business Affairs using the Translating and Interpreting Service (TIS) on 13 1400 (for the cost of a local call).

Chinese

如有任何查詢或需協助，請撥電話 13 1400 (按普通話電話收費) 透過口譯服務中心 (TIS) 與公平貿易及商務部公署 (Office of Fair Trading and Business Affairs) 聯絡。

Korean

더 자세한 사항이나 도움이 필요하시면, 본국 및 해외 사무소(전화 13 1400, 지역 전화 요금 사용자 부담)를 통하여 공평 거래 및 사업과 등록제에 문의하여 주시기 바랍니다.

Quebec

En savoir plus information? contactez au Centre-Québec en services consommateurs et affaires clients (Office of Fair Trading and Business Affairs) numéro Québec 13140000 ou 1314000 (service client) (Translating and Interpreting Service (TIS) au 13 1400 (à l'usage résidentiel payant)).

Polish

Porady i informacje proszę skierować do: Office of Fair Trading and Business Affairs za pośrednictwem Telefonicznej Służby Tłumaczenia (TIS) pod numerem 13 1400 (za cenę lokalnego połączenia).

Croatian

Za savjet i informacije posredni kontaktirati sa: Office of Fair Trading and Business Affairs (Ured za pravno posredanje i posredanje) koristeći službu za prevodni i usmeno posredanje (Translating and Interpreting Service (TIS) na broj 131 430 (za lokalni inozemni telefonski poziv)).

Farsi

برای کسب اطلاعات از اطلاعات با شماره تلفن 13140000 (Office of Fair Trading and Business Affairs) از طریق شماره ترید کپی و مشاوره (TIS) به شماره 13 14 000 (با هزینه تماس بگردد).

Other Languages

This booklet has been translated into Arabic, Cantonian, Chinese, Greek, Italian, Spanish, Turkish, Russian, and Vietnamese. Copies are available from the Office of Fair Trading and Tenants' advice services.



Helpful Addresses

Office of Fair Trading and Business Affairs

The Office of Fair Trading and Business Affairs - a Division of the Department of Justice - has staff who will be happy to help if a problem gets too difficult.

[insert details]

Tenants Union of Victoria

The Tenants Union can help and advise residents living in rooming houses:

[insert details]

What this guide tells you

If you live in a rooming house, the information in this guide is important.

It is important because all people living in rooming houses have legal rights and duties and you need to know what these are. The Act of Parliament which describes these rights and duties is called the *Residential Tenancies Act 1997*. It sets out the rights and duties of rooming house owners and rooming house residents.

This guide will take you through the things you should know, from the time you arrive until you leave. It will also tell you what to do if there is a disagreement with the rooming house owner and where to go for help and advice.

The booklet is only a guide. It does not deal with everything in the Act and it does not take the place of the Act. Copies of the Act are available from :

[insert details]

A resident for the purposes of this guide means a person who, with the agreement of the rooming house owner, occupies a room as their only or main residence. The resident also has the right to use the facilities of the rooming house, for example, kitchen, bathrooms, toilets, lounge or sitting room.

Where reference is made to a rooming house owner in this guide it is intended to include, where appropriate, the owner or person who leases the rooming house and any person who is appointed or authorised to act as a manager or agent of the rooming house. In this guide reference is made to 'manager' or 'agent' on occasions to cover specific legal requirements.

How are problems solved?

We hope you will not have problems - this guide should help you avoid them. But they can still happen. There is a section with advice about solving problems near the end of the guide (page 26).

Who will give you more help?

Use the list of addresses, phone and fax numbers at the front of this guide.

Equal Opportunity Commission Victoria

The Commission can help you if you think you have been discriminated against by accommodation providers because of personal characteristics such as your race, sex, age or parental status.

Think you have been discriminated against?

Your right to fair treatment in renting accommodation is protected under Victoria's Equal Opportunity Act. Under the Act a rooming house owner cannot:

- refuse to rent to you
- process your application differently from others
- vary rental terms upon application
- vary existing rental terms

- deny or limit access to accommodation benefits
- refuse to extend your tenancy
- evict you because of your
 - age
 - sex
 - disability
 - race
 - religious, political or industrial belief/activity
 - marital, parental or carer status
 - sexual orientation
 - pregnancy
 - physical features
 - or personal association with someone who may be treated unfairly because of one of the above attributes.

It is also unlawful under the Act for a rooming house owner to sexually harass you and for you to sexually harass them.

Stopping Discrimination

If you think you have been discriminated against or sexually harassed, the Victorian Equal Opportunity Commission's free, confidential and impartial complaint resolution service can help you. Settlements may include an apology, an undertaking to provide accommodation on fair terms and compensation for any suffering or costs incurred. If a settlement cannot be reached, you may be able to refer your complaint to the Anti-Discrimination Tribunal for a public hearing.

Where to get advice

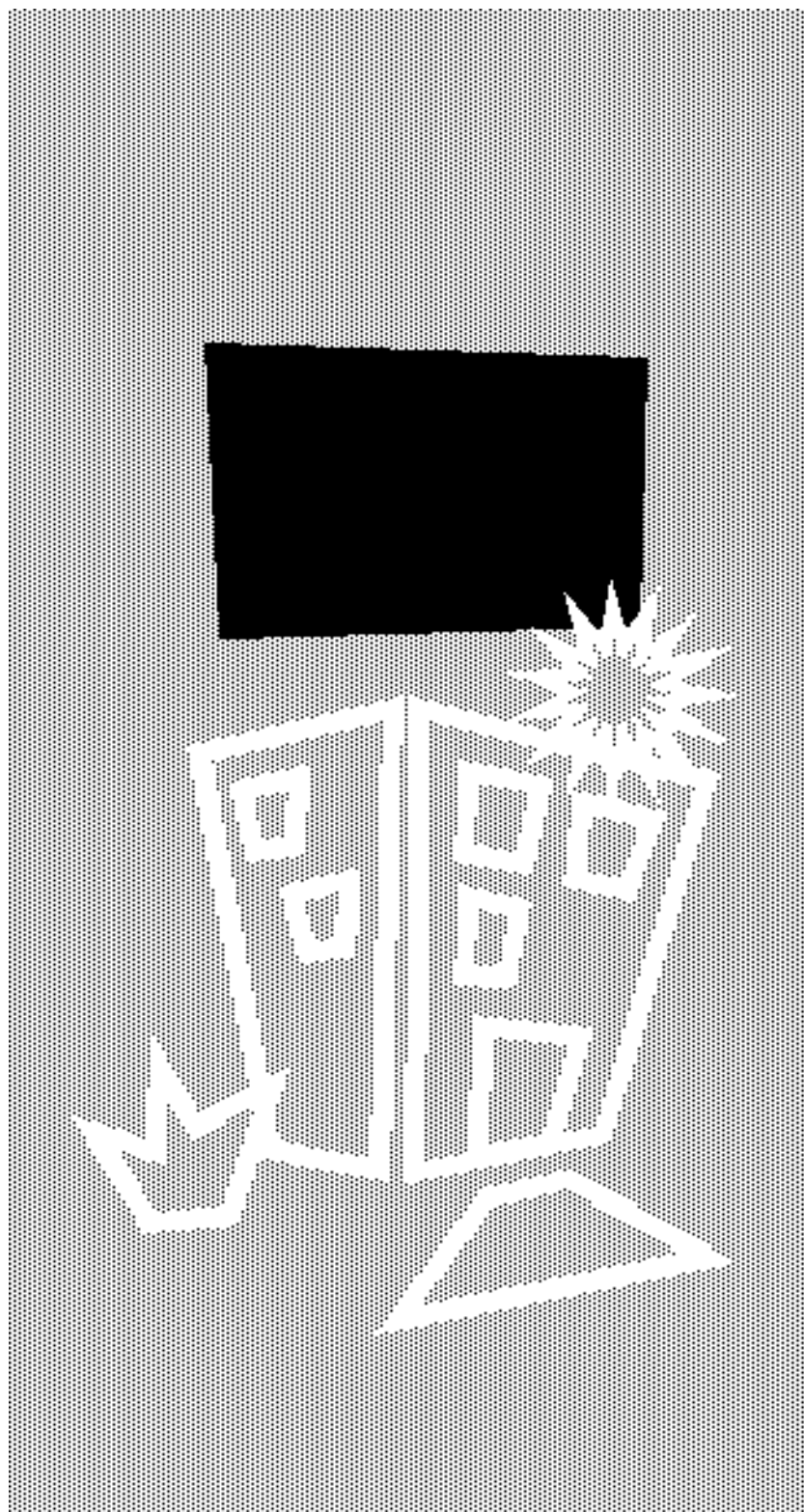
[insert details]

What is the Tribunal?

When the guide mentions 'the Tribunal', it is talking about the Victorian Civil and Administrative Tribunal. The Tribunal is similar to a court but not as formal and deals with disputes arising under the Act. Sometimes a problem can only be solved by going to the Tribunal. There are full details in the section called 'How are problems solved?' near the end of this guide (see page 26).

Fines

The Office of Fair Trading and Business Affairs can take rooming house owners or residents to the Magistrates' Court for non-compliance with certain obligations under the Act and the Magistrates' Court may impose a fine. Where in this guide reference is made to the imposition of a fine, it is referring to the maximum fine which can be imposed by the Magistrates' Court as a result of proceedings taken by the Office of Fair Trading and Business Affairs.



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Moving in – Becoming a Resident

This section explains things you need to know about when you decide to occupy a room in a rooming house.

It covers:

- the bond and the condition report
- rent in advance
- service charge information
- knowing your legal rights and duties and the rooming house rules
- contact details.

The bond and the condition report

Sometimes a rooming house owner will ask a resident to pay a bond. The bond is money you put up as security in case you do not meet your duties as a resident. What this means is explained in detail later in this guide, in the section on bonds under the heading 'STAGE 4: WHEN YOU LEAVE' (see page 22).

If a rooming house owner does request payment of a bond, they can also claim compensation from you if the bond does not cover all their monetary losses.

Who looks after the bond?

The Residential Tenancies Bond Authority holds the bond while the resident is living in the rooming house.

The resident has to give their bond payment to the rooming house owner who can request the bond before the resident

takes up occupancy of the room. The resident and the rooming house owner have to complete and sign the official bond lodgment form. The Bond Authority needs the details and signatures on the form to be able to pay out the bond as directed at the end of the resident's stay. If there is a change of rooming house owner or a new resident takes over the Bond Authority must be told.

Bond lodgment forms are available from the Office of Fair Trading and Business Affairs. The top sheet is marked 'Authority'.

Undemeath there is a 'resident' copy which the resident has to be given as an interim receipt and another copy for the rooming house owner. The rooming house owner then has to send the bond and the topsheet ('Authority' copy) of the form to the Bond Authority within five (5) business days after receiving the bond. A \$1,000 fine can be imposed for not doing so.

Payment must be by cheque, money order or bank cheque payable to 'Residential Tenancies Bond Authority'.

The address for the Bond Authority is:

[insert details]

The Bond Authority must send both you and the rooming house owner a receipt within seven (7) days. If you have not received the Authority's receipt 14 days after paying a bond you should telephone the Office of Fair Trading and Business Affairs on **[insert telephone details]**

For more information about the Residential Tenancies Bond Authority, see 'Tips for rooming house owners' on page 30 and 'Tips for residents' on page 34.

How much should the bond be?

The bond cannot be more than 14 days rent. A \$1,000 fine can be imposed for requesting a bond higher than 14 days rent.

Does there have to be a condition report?

A rooming house owner who receives a bond has to prepare a condition report on the room. This report specifies the state of repair, the general condition of the room and various items in the room as being good, fair or poor.

There is space for comments if you disagree with the report. You should check the report, put in any comments, sign it and return one (1) signed copy to the rooming house owner. The deadline is three (3) business days after entering into occupation of the room.

The rooming house owner has to give you two (2) signed copies of the condition report before you move in, otherwise a \$500 fine can be imposed.

The condition report is evidence that can be used if there is a dispute later about who should pay for cleaning, damage or missing items. If it is completed properly it can be conclusive proof.

The other copy of the condition report should be kept until you move out. The rooming house owner might claim some or all of the bond for cleaning, repairs or missing items. If the report says they already needed to be done at the start, or the items were not listed, it can help prove that the bond should be returned to you.

Rent in advance

Rent is the money you pay to the rooming house owner to use the room.

If a rooming house owner charges you rent more than 14 days in advance, a \$1,000 fine can be imposed.

The rooming house owner must give you a receipt for rent. The requirements about receipts are explained in the next section, 'STAGE 2: LIVING IN THE ROOMING HOUSE', page 6.

Other charges - how do you know what they will be?

If the rooming house owner wants to charge separately for providing services (like cooking and cleaning) they have to give the resident a list of the services before they move in. If a resident uses any of the services the rooming house owner has to provide them with an itemised account.

The rooming house owner can charge separately for electricity and gas, but only if the room is separately metered. The charges cannot be more than the supplier charges the rooming house owner for the metered amounts.

Rights, duties and rules - how do you know what they are?

On or before the day you move in, the rooming house owner has to give you:

- a copy of this guide, and
- a copy of the rooming house rules, if any.

The rooming house owner also has to put copies of this guide and the rooming house rules in your room where you can see them easily. The rooming house rules are explained in the next section, 'STAGE 2: LIVING IN THE ROOMING HOUSE', page 6.

Contact details

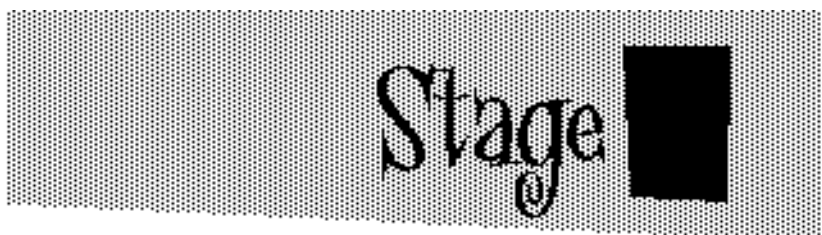
If there is no agent acting for the rooming house owner, the rooming house owner has to give you their full name and address in writing. An emergency telephone number must also be given in case urgent repairs are needed.

If there is an agent acting for the rooming house owner, the agent's full name, address and telephone number must be given to you in writing. In addition, you have to be told in writing:

- whether the agent can authorise urgent repairs and if so
- the maximum amount the agent can authorise, and
- the telephone number to be used.

If you are not given these contact details on or before the occupation date, a \$500 fine can be imposed.

If any of these details change later, the rooming house owner or agent has to let you know in writing within seven (7) days, otherwise a \$500 fine can be imposed for failing to do so.



Living in the Rooming House

This section contains important information about:

- rent and rent increases
- rooming house rules
- what the resident can do if the rules seem unfair
- making sure the rooming house runs smoothly – the rooming house owner's duties and your duties
- repairs
- privacy and when the rooming house owner or agent can enter your room.

Rent and rent increases

The resident has to pay the rent as agreed and on the due date but not more than 14 days in advance.

In most cases, the rent will be payable in advance. If the next regular payment is not made or is late, the resident will be behind with the rent straight away.

If the rent gets seven (7) days or more behind, the rooming house owner can give the resident notice to move out. For more detail about this, see section 'If the rooming house owner or manager wants you to leave', page 17.

The person who receives the rent, usually the rooming house owner or manager, must give the resident a receipt for rent:

- if the rent is paid direct to the rooming house owner or manager in person – immediately
- otherwise – within five (5) business days, if a receipt is requested at the time of payment.

If the rent is not paid in person and a receipt is not asked for, the rooming house owner or manager still has to prepare a receipt and keep it for 12 months or until it is collected by the resident, whichever is the earlier. A \$500 fine can be imposed on the rooming house owner or manager for not doing so.

A rent receipt has to:

- identify the resident paying
- state the name of the rooming house
- give the date the money was paid
- say what period the payment was for
- say how much was paid, and
- say it is a receipt for rent of a room.

A person, for example, the rooming house owner or manager cannot take any of the resident's belongings to cover any rent owed. If this happens, the rooming house owner or manager can be fined \$1,000.

Rent increases

If you request extra services, you and the rooming house owner can sign a written agreement saying:

- what the extra services are
- how much the rent increase will be, and
- the date the increase will come in.

For any other rent increase the rooming house owner has to give you at least 90 days written notice. The notice has to tell you about your rights if you think the increase is too high. A notice of proposed rent increase can only provide for one (1) rent increase.

What if you think the rent is too high?

If the rooming house owner has given notice of an increase that you think will make the rent excessive (having regard to market rent), you can write to the Director of Fair Trading

and Business Affairs for a report on the rent being charged. A request for a report must be made in writing within 30 days of receiving the notice of rent increase.

The section on the Office of Fair Trading and Business Affairs at the front of this guide tells you how to address the letter.

After receiving the report, you can apply to the Tribunal within 30 days to set a maximum rent, which stays in force for six (6) months.

If the rooming house owner stops providing or reduces services you were getting with your room, the rent should be reduced. If you cannot agree on the amount the rent should be reduced by, either you or the rooming house owner can apply to the Tribunal. There is a section later in this guide which tells you how to 'Use the Tribunal' (page 27).

Can you stop paying rent if the rooming house owner will not carry out repairs?

No. The way to get disputes about repairs sorted out is explained in the section headed 'Repairs' (see page 11).

Can you stop paying rent for the last 14 days if the bond will cover it?

No. The bond is separate from the rent. The rooming house owner cannot even claim to get it from the Bond Authority until the end of the resident's stay. You can be fined \$1,000 for trying to treat any part of the bond as rent.

Other charges

For information about charges other than rent see 'Other charges - how do you know what they will be?' page 4.

Rooming house rules

You must obey rooming house rules about using rooms and facilities.

The rooming house owner can change the rooming house rules, but you should be told about the change, in writing, at least seven (7) days before the change commences, otherwise a fine of \$500 can be imposed.

If you think a rooming house rule is unreasonable, you can apply to the Tribunal for an order declaring it invalid. A copy of the rooming house rules has to be attached to the application and say which one/s you object to and why you think it is unreasonable.

Look at the section later in this guide about applying to the Tribunal (see page 27).

The Tenants Union or your local tenants advice service can also advise you about making an application.

Making sure the rooming house runs smoothly

The rooming house owner's duties

The rooming house owner has to:

- let you use your room, the toilet and bathroom at all times
- give you reasonable use of other rooms and facilities
- respect your rights to privacy, peace and quiet
- take all reasonable steps to make sure that your property is safe in your room
- keep the rooming house and its rooms in good repair
- keep house facilities, equipment and furniture in good repair
- make sure repairs or renovations disturb you as little as possible, giving you other facilities to use if necessary while the work is being done

- have copies of this guide and the house rules in your room where you can see them easily and
- take reasonable steps to make sure that residents are obeying the rooming house rules and can peacefully use the rooming house.

Your duties

As well as paying the rent for a room and obeying the house rules, you must:

- keep your room clean and in a condition which will not create a fire or health hazard
- report and pay for any damage caused by you or your visitors that is not normal wear and tear
- report anything else in the rooming house you notice is damaged or has broken down to the rooming house owner
- only use the room as a place to live, not for a business
- make sure the room is not used for any illegal purpose (gambling, for example)
- give the rooming house owner a key to your room (the section headed 'Privacy' on page 14 of this guide explains when the rooming house owner or agent is allowed to enter the room)
- get prior written permission from the rooming house owner to install fixtures (for example, hooks on the wall or cupboards)
- get the rooming house owner's consent to keep any animals in the house or grounds, and
- make sure you and your visitors respect other residents' rights to privacy, peace and quiet, and use of their rooms and house facilities.

Violence - further details

If you or a visitor endanger or seriously disrupt other residents, the rooming house owner or manager can give you notice to move out, see the section headed 'If the rooming house owner or manager wants you to leave', page 17.

The rooming house owner or manager can use a special notice to order you or a visitor off the premises immediately for serious violence or putting anyone in the rooming house in danger. The person given this notice can be fined \$1,000 if they do not go straight away.

If you are ordered out in this way it means you are suspended from the rooming house for two (2) business days after the suspension commences. You still have to pay rent for the days you are suspended. Your room cannot be given to anyone else, but the rooming house owner or manager can decide during the suspension period to apply to the Tribunal to evict you. If the rooming house owner or manager does apply to the Tribunal, your suspension is extended until after the Tribunal hearing. You should check with the rooming house owner or the Tribunal if your permanent eviction is being sought. You have the right to go to the hearing and argue against being evicted because the suspension is not warranted or the circumstances surrounding the suspension will not occur again. A section later in this guide explains 'What can happen at the Tribunal?' (see page 21). If you return during the suspension you can be fined \$1,000. If the rooming house owner or manager does not make an application to the Tribunal, then the suspension ends and the resident can resume occupancy of their room.

Repairs

All repairs to the rooming house and house facilities are the rooming house owner's responsibility, but if the damage is the resident's fault, the rooming house owner can ask the resident to arrange or pay for repairs.

If a water appliance, fitting or fixture needs to be replaced, the rooming house owner has to make sure the new one is rated at least 'A' for water efficiency under the Australian Standard (MP64-1995), to avoid wasting water. The plumber will be familiar with this rating requirement and there should be a label on the appliance showing the rating.

Urgent repairs

What counts as an urgent repair?

An urgent repair is any work needed to fix

- a burst water service
- a blocked or broken lavatory system
- a serious roof leak
- a gas leak
- a dangerous electrical fault
- flooding or serious flood damage
- serious storm or fire damage
- a failure or breakdown of any essential service or appliance provided by the rooming house owner for hot water, water, cooking, heating or laundry
- a failure or breakdown of the gas, electricity or water supply
- any fault or damage that makes the rented premises unsafe or insecure
- an appliance, fitting or fixture which is not working properly and causes or will cause a substantial amount of water to be wasted
- a serious fault in a lift or staircase in the rented premises.

These repairs are not considered to be urgent if there is no immediate danger to health and safety and the resident is able to use other facilities in the rooming house.

What to do about urgent repairs

If urgent repairs are needed you must first try to take reasonable steps to arrange for the rooming house owner or their agent to fix the problem.

If you are unable to get the rooming house owner or their agent to carry out the urgent repairs or you cannot contact them you can have the repairs done and the rooming house owner will have to reimburse you the reasonable

cost of the repairs or \$1,000, whichever is less. The receipts should be kept to prove how much was spent. If a water appliance, fitting or fixture that is not rated 'A' or higher needs to be replaced quickly as part of an urgent repair arranged by the resident, the resident can upgrade it to an 'A' rated item.

You have to give the rooming house owner notice of what repairs were done and what they cost. Look at the section on notices under the heading 'How are problems solved?' near the end of this guide (page 26). The rooming house owner does not have to pay until 14 days after notice is given as to the type of repairs and cost.

If the urgent repairs will cost more than \$1,000, or they are too expensive for you, or the rooming house owner threatens not to pay if you have the repairs done, you can apply to the Tribunal. The Tribunal can order the rooming house owner to carry out the repairs.

Non-urgent repairs

You can give the rooming house owner 14 days written notice of any repairs that need doing. Look at the section on notices under the heading 'How are problems solved?' near the end of this guide (page 26).

Once a notice has been given, you can apply to the Tribunal for an order that the rent should be paid into the Rent Special Account, instead of to the rooming house owner while the problem of repairs is being sorted out.

If the rooming house owner does not carry out the repairs you should send a copy of the notice to the Office of Fair Trading and Business Affairs with a letter asking for an investigation. The section on the Office of Fair Trading and Business Affairs at the front of this guide tells you how to address the letter.

If the repairs still have not been done after the resident has received the investigation report from the Director of Fair Trading and Business Affairs, the resident can apply to the Tribunal for a repair order.

Privacy

You have a right to use your room and the other rooming house facilities and not be interfered with or restricted without reason. The other residents also have this right. So you cannot interrupt the privacy or peace of others in the rooming house, and they cannot interfere with yours.

When can the rooming house owner or duty appointed agent come into your room?

The rooming house owner or their agent can only enter your room without prior notice:

- if you agree at the time, or
- to provide a service during the hours stated in the house rules, or
- in an emergency to save life or valuable property.

The rooming house owner or their agent can also enter for the reasons listed below, but they have to give you at least 24 hours written notice stating the reason for entering. When they do this, they can only enter between 8.00am and 6.00pm and not on a public holiday. The notice can be given to the resident by post or delivering it personally between the hours of 8.00am and 6.00pm.

The reasons for a 24 hour notice of entry are:

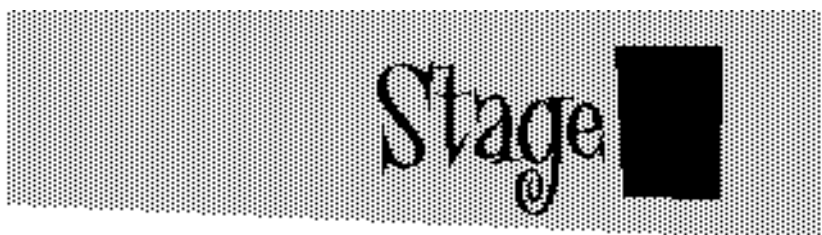
- to show the room to possible new residents if you have already given notice or been given written notice to move out. Notices to vacate are explained in the section 'If the rooming house owner or manager wants you to leave', page 17, or

- to show people through who are interested in buying the rooming house or lending the owner money on it, or
- to do something the law says a rooming house owner has to do, or
- to check a reasonable belief that you have not met your duties as a resident, or
- to make a general inspection, once in any four (4) week period.

If visiting the room, the rooming house owner or agent must:

- behave in a reasonable manner, and
- not stay any longer than necessary, unless with the resident's permission.

A resident must allow a person exercising a right of entry in accordance with the Act to enter the room.



Someone wants to end the Residency

This section tells you what to do if you want to leave, on what grounds you can be evicted and what are the requirements if the rooming house owner wants you to leave.

It covers:

- giving notice
- the amount of time to allow for giving of notice
- defending notices
- what happens when notice 'runs out'.

If you want to leave

If the rooming house or the room are totally destroyed, partly destroyed and unsafe, or become unfit for living in, you can just leave.

Otherwise, you must give the rooming house owner at least two (2) days notice. You can just tell the owner or manager you are leaving in two (2) days, but you have to put it in writing if they ask you to - putting it in writing avoids misunderstandings anyway. You must make sure you sign any written notice.

If you leave without giving notice, you have to pay rent for the two (2) days after you go. If you do not pay a fine of \$500 can be imposed.

When leaving, you always have to pay the rent and any charges right up to the last day. You cannot refuse to pay because you paid a bond. The bond is separate. You can be fined \$1,000 for trying to treat any part of the bond as rent.

What if you change your mind?

If you give notice and then do not go, the rooming house owner can apply to the Tribunal for an order that you move out. Look at the section 'What can happen at the Tribunal?' on page 21.

How is the notice of intention to vacate to be given to the rooming house owner?

Notices should be:

- delivered personally to the person
- left for the person at their home or business address with a person apparently over 16 years of age and apparently living or working there, or
- if a person is a corporation, given to an employee of the corporation who is authorised and employed at the registered office, or
- posted to the person's residence or business, or if the person is a corporation, posted to the corporation's registered Victorian address allowing three (3) business days for post. It is best to use registered post so there is proof of when you sent the notice.

If someone the rooming house owner owes money to takes over

There could be a mortgage giving someone who has lent money to the rooming house owner rights to the rooming house if the loan payments are not kept up. The lender (mortgagee) can then give the resident 28 days notice to vacate. Notices to vacate are explained in the next section.

If the rooming house owner or manager wants you to leave

A rooming house owner or manager can be fined \$2,000 for trying to force a resident to leave their room, whether physically or in some other way not covered by the Act.

The rooming house owner or manager has to give you proper notice. One type of notice is a suspension notice for serious violence by you or a visitor. This is explained in detail in the section in this guide headed 'STAGE 2: LIVING IN THE ROOMING HOUSE' (see page 6).

The other type of notice is much more common. It is called a notice to vacate.

Notice to vacate

A notice to vacate has to:

- be in the prescribed form (available from the Office of Fair Trading and Business Affairs)
- be sent to you by registered post or be given to you personally
- be signed by the person giving the notice or their representative
- give a reason unless it is a 90 day notice, and
- give the date for you to leave.

How much time does the notice have to give?

When you or your visitor's are said to be at fault

<i>Reason</i>	<i>Minimum notice time (not more than 21 calendar days for writing to residents)</i>
Deliberately or recklessly causing or allowing serious damage to adjoining house	Immediate notice
Putting people or property in adjoining house in danger	Immediate notice
Serious disruption to other residents	Immediate notice
Seven (7) days or more rent owing	Two (2) days
Breach of Tribunal compliance order or compliance order	Two (2) days
Two (2) breach of duty notices already served and same problem arises again	Two (2) days
Premises used for illegal purposes	Two (2) days

When no-one is at fault

<i>Reason</i>	<i>Minimum notice time and number of weeks out of tenancy by registered poss.</i>
The rooms have to be vacant for reconstruction, repairs or renovations (for which all necessary permits have been obtained) and they cannot be properly carried out unless the resident vacates the rooms. <i>(NOTE: If another room is available it may not be appropriate for the rooming house owner to give notice)</i>	60 days
The rooming house is to be demolished and all necessary permits have been obtained	60 days
The rooming house is to be sold or offered for sale with vacant possession	60 days
No specified reason, but not just because you have been using your rights or saying you will	90 days

What happens if you want to defend a notice?

The Tribunal can cancel a 'no specified reason' notice if it was given because you were exercising your rights or saying you would. However, a resident has to apply to the Tribunal within 28 days from receiving the notice.

You can argue against other notices to vacate as well, if you dispute the reason given or if it would be too hard on you to move out without an extension of time. If an agreement cannot be reached with the rooming house owner, you can wait for the notice to run out and go to the Tribunal for a hearing. The Tribunal can make special allowances to avoid severe hardship to residents or rooming house owners when making a decision.

A rooming house owner should not use demolition or repairs as an excuse to get you out. If you leave after a 60 day notice, the owner cannot re-let the room for six (6) months unless the repairs or renovations have been completed or the Tribunal gives permission, otherwise the rooming house owner can be fined \$2,000.

What can happen at the Tribunal?

The Tribunal will consider a rooming house owner or manager's application for an order to evict you if:

- the rooming house owner or manager has suspended you for violent or dangerous behaviour, or
- notice given by you or the rooming house owner runs out and you are still there.

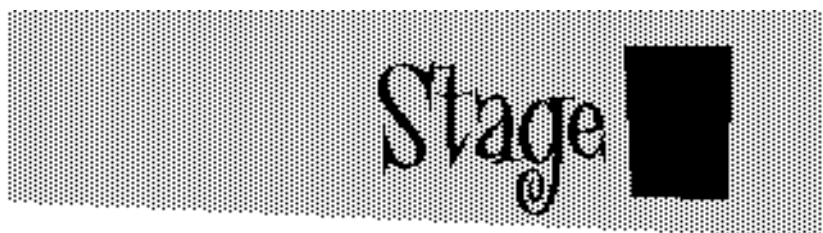
If you have been suspended you can get advice from the Tenants Union or a tenancy advice service.

You have the right to come to the hearing and give evidence. The Tribunal will hear and consider both sides.

If you have been suspended, the Tribunal staff may not know where to send you notice of a hearing. You should contact the Tribunal to find out if the rooming house owner or manager has applied to evict you and when the hearing is to take place. The Tribunal can decide that the rooming house owner or manager should not have suspended you. The rooming house owner or manager will then have to let you back in if you want and can be ordered to refund the rent you have paid for the days you were suspended.

If the Tribunal makes a possession (eviction) order, the rooming house owner or manager still cannot use force against you. The police or other authorised persons will enforce the possession order after the rooming house owner or manager gets a warrant of possession from the Tribunal office.

You can be fined \$2,000 for returning to the rooming house once the police or authorised person have made you leave.



When you leave

When you leave there are requirements about:

- the bond
- what has to be done when any goods are left behind
- re-letting.

The bond

Usually you and the rooming house owner will agree about who should get the bond or how it should be divided between you. If you both sign the special bond refund application form, the Bond Authority will pay the bond out as directed. For any bond to be paid to the rooming house owner, the form cannot be signed more than seven (7) days before the end of your stay at the rooming house.

If you do not agree, either you or the rooming house owner must apply to the Tribunal.

The rooming house owner can only claim compensation because:

- you or your visitors caused damage
- you did not keep the premises reasonably clean
- you abandoned the premises
- goods have been lost, or
- there is unpaid rent.

Costs due to fair wear and tear cannot be claimed by the rooming house owner.

If you move out and cannot be located, the rooming house owner can apply to the Tribunal for an order that unpaid rent be paid out of the bond without a full hearing, based on an affidavit. This application has to be made within 14 days after you move out.

You can ring the Tribunal office to check whether the rooming house owner has made a claim. If the claim is for unpaid rent and you disagree, make sure the staff know you want to give your side of the story at a hearing. The staff will tell you what steps you are required to take. There will always be a hearing for any other type of claim. Make sure the Tribunal has your new address so that notice of the hearing date will reach you.

If you have been unable to come to an agreement with the rooming house owner and they have not made a claim, you should apply to the Tribunal to get the bond back.

Belongings left behind

It is common sense to take all your belongings with you and leave a forwarding address when you go, but sometimes this does not happen.

If any personal documents or goods are left behind, you should make arrangements with the rooming house owner to collect them. The rooming house owner cannot just refuse to give back any of your belongings, even if you owe rent.

The rooming house owner has to follow strict requirements in the Act for uncollected personal documents and other belongings.

Personal documents

Personal documents are official documents, photographs, correspondence or any other document which it would be reasonable to expect that a person would want to keep.

If personal documents are left behind a rooming house owner must:

- take reasonable care of the documents for 28 days
- take steps to let you know you can reclaim them, if necessary with a newspaper advertisement, and

- let you reclaim the documents, after you pay back any money the rooming house owner had to spend to remove and care for them and/or to notify you.

A rooming house owner can be fined \$2,000 for not letting you reclaim documents when you were willing to pay a reasonable amount to cover those costs.

If the rooming house owner complies with the law and you do not claim the documents, the rooming house owner can dispose of them. The rooming house owner can then apply to recover the costs of removal, care of the documents and of notifying you. If the rooming house owner does not comply with the law, you can apply to the Tribunal for release of the documents and/or compensation.

Other belongings

If other belongings are left behind, the rooming house owner must:

- take reasonable care of them for 28 days
- take reasonable steps to let you know how they can be collected, and
- let you reclaim them once you have paid any money the rooming house owner had to spend to remove the belongings, care for and/or to notify you.

A rooming house owner can be fined \$1,000 for not letting you reclaim your goods when you were willing to pay a reasonable amount to cover those costs.

These requirements do not apply to goods which are perishable foods, of no monetary value or dangerous, but for any other goods they have to be followed unless removal, storage and sale costs for the goods as a whole would be more than the sale proceeds.

This can be hard to estimate. However on request, the Office of Fair Trading and Business Affairs will make an assessment which legally protects the rooming house owner.

If you suffer a loss because the rooming house owner fails to comply with the law, you can apply to the Tribunal to be compensated for any loss. If the rooming house owner complies with the law and suffers a loss, the rooming house owner can apply to the Tribunal to be compensated for any loss. Look at the section on the Tribunal starting at page 27.

Reletting

When the room is abandoned

The room can be rented to someone else if you have abandoned the room and it is at least 14 days since the last rent payment was due. The rooming house owner can apply to the Tribunal for an order declaring that you have abandoned the room.

After possession is gained through notice

There are special rules for re-letting if the resident leaves after the rooming house owner has gained possession through a valid notice, see page 21 for details.

How are problems solved?

1 - TRY TO SETTLE IT

It is best for you and the rooming house owner to try to solve any problems by reaching a mutual agreement. Of course, the agreement has to be within the law.

This may involve paying monetary compensation to the person who has lost money or had to spend extra because the other person did the wrong thing.

To avoid more problems later, any agreement should be put in writing and signed by both parties.

2 - GET ADVICE AND GIVE A NOTICE

If a dispute gets too difficult, the Office of Fair Trading and Business Affairs, the Tenants Unions' specialist rooming house service or the local tenancy advice service will be able to advise you.

If a resident or rooming house owner wants to enforce their rights, they usually have to give a notice to the other person.

A notice always has to say what you want done and when you want it done. The amount of notice you have to give varies, depending on the type of problem.

There are compulsory forms which rooming house owners have to use for notices to vacate and for advertising personal documents and goods left behind. The Office of Fair Trading and Business Affairs has these compulsory forms as well as other forms that you can use for different types of notice. The requirements for notice to be given when you decide to leave or the rooming house owner

wants you to go are explained in the section of this guide headed 'STAGE 3: SOMEONE WANTS TO END THE RESIDENCY'(page 16).

Other notices should be:

- delivered personally to the person, or
- left for the person at their home or business address with a person apparently over 16 years of age and apparently living or working there, or
- if the person is a corporation, given to an employee of the corporation who is authorised and employed at the registered office, or
- posted to the person's residence or business or if the person is a corporation, posted to the corporation's registered Victorian address, allowing three (3) business days for post. It is best to use registered post so you have proof of when you sent the notice.

3 - USE THE TRIBUNAL

The Tribunal can deal with any dispute relating to a rooming house residency. For example, it can order a person to comply with their duties and/or to pay monetary compensation for not doing so.

You usually have to take other steps before applying, such as giving a notice (see previous section).

If advice is needed about taking a problem to the Tribunal, Tribunal staff are available at:

[insert contact details]

Application forms are available from the Office of Fair Trading and Business Affairs, tenancy advice services and the Tribunal.

An application should include:

- a completed and signed application form with the current fee paid (ring the Tribunal to find out the cost and how to pay)
- a copy of the application form
- copies of all notices you have given or sent, and
- copies of any other documents which are important for your claim such as receipts, letters, photos, statutory declarations, and reports from the Director of Fair Trading and Business Affairs. The originals of these documents should be produced by you at any subsequent Tribunal hearing.

Applications can be given to staff or sent to:

[insert details]

Urgent cases

In cases of extreme hardship or urgency, you can ask for your case to be heard quickly. You will need to write a letter to the Registrar to go with your application form, saying why it is urgent.

If you can get to the Tribunal office before 4.30pm, you can save time by taking the form and the letter in yourself instead of posting it.

Hearing date

The Tribunal staff will write to tell you the day, time and place of your hearing. It is important that you attend. If you cannot go, ask the other party if they will agree to another time. If they agree and you both write to the Tribunal, the

date may be changed. If they do not agree, you should write to the Tribunal as far in advance of the hearing date as possible to explain why you cannot attend. Sometimes the date or time can still be changed. If not, the hearing will be held in your absence.

Interpreters

Friends or relatives are not allowed to interpret for you at the hearing, although they are welcome to come with you.

If you would like an interpreter, it is preferable for you to write to the Tribunal at the time of making the application or include a request for an interpreter in the application. The staff will arrange for an interpreter free of charge.

What happens at Tribunal hearings?

Tribunal hearings take place in country Victoria as well as the city and suburbs. The hearings are informal and usually open to the public. A resident can ask the local tenancy advice service to help them prepare for the hearing.

The Tribunal Member, who is a lawyer, will hear and consider all the evidence on both sides. This will include any witnesses, photographs and other documents you bring with you. It is important to be as well prepared as possible.

Usually the only cost involved in the hearing is the application fee. But the Tribunal can order one side to pay the other side's costs in certain circumstances.

The Tribunal's decisions are usually made on the day of the hearing. They must be obeyed by the you and the rooming house owner. If anyone does not obey an order of the Tribunal or misbehaves at a hearing they may be fined or imprisoned.

What if you miss the hearing?

If you miss the hearing and there is a good reason, telephone the Tribunal urgently for advice about applying for another hearing.



A central bond management system came into force on 1 July 1998, changing the way rooming house owners handle residents' bond money. Under the *Residential Tenancies Act* 1997, the Residential Tenancies Bond Authority is responsible for receiving, registering and refunding all bond money. It is administered by the Office of Fair Trading and Business Affairs. As a rooming house owner or resident, you should ensure you are familiar with the new system so that you all comply with the Act.

Tips for rooming house owners

At the start of the residency

- Complete and sign the bond lodgment form and give the resident their copy
- Forward bond money and the Bond Authority's copy of the lodgment form to the Authority
- Ensure you receive the Bond Authority receipt

At the end of the residency

- Reach agreement with the resident on any division of the bond money
- Complete and sign the bond claim form
- Ensure the completed bond claim form is sent to the Residential Tenancies Bond Authority

Why has the system been changed?

The creation of a central bond authority is aimed at addressing key concerns about the handling of residents' bonds. Among other things, the centralised system will provide administrative efficiencies that have already been demonstrated in other States.

Who receives the bond payments?

As you have done in the past, you still receive the resident's bond. However, you and the resident must complete and sign a bond lodgment form. This comes in triplicate with a copy for you, the resident, and the Bond Authority. Details must be completed carefully as this information is used to open the account with the Bond Authority and ensure the smooth repayment of the bond at the end of the residency. If the bond is provided by the Office of Housing, this must be indicated on the form.

How can I forward the money to the Bond Authority?

There are several ways you can forward payments to the Bond Authority. You must ensure you also forward the Bond Authority's copy of the bond lodgment form with each bond payment.

- *Cheques and money orders:* These should be made out to the Residential Tenancies Bond Authority and may be forwarded direct to the Bond Authority.
- *Cash:* If you receive a bond in cash, you must pay the money into a bank account and forward payment (cheque or money order) to the Bond Authority.

Are there any deadlines?

Yes: You must forward the bond lodgment form to the Bond Authority within five (5) business days of receiving the bond. Failure to do so can incur a \$1,000 fine. Within seven (7) days of the Bond Authority receiving the bond, you should receive a receipt from the Authority containing the registered bond number. If you do not, you should report the matter to the Office of Fair Trading and Business Affairs on **[insert telephone number]**

When the Office of Housing pays the bond, a receipt will also be forwarded to that office.

What happens with bonds paid before 1 July 1998?

You are required to transfer existing bond money to the Bond Authority by 31 December 1998. You and the resident must complete and sign a bond lodgment form and forward to the Bond Authority its copy of the form and the bond payment. For information about the transfer process, call the Office of Fair Trading and Business Affairs on **[insert telephone number]**

What happens if the payment is dishonoured?

If the bond payment to the Bond Authority is dishonoured, the bond cannot be registered. The Bond Authority will notify you by post the same day it is advised of the dishonoured payment. You can then organise to either collect the money and re-lodge the bond, or serve the resident with a notice to vacate for non-payment of the bond.

What do I do if the resident changes?

If the identity of the resident changes, you, the outgoing and the new resident must all complete and sign a transfer form to change ownership of the bond and forward it to the Bond Authority within five (5) business days of the transfer taking effect. When the identity of the rooming house owner changes, the resident does not need to sign the transfer form but must receive a copy. The Bond Authority can only pay out the money to the registered bond holder.

What does the Bond Authority do with the bond money?

Under the *Residential Tenancies Act 1997*, the Bond Authority invests the bond money and pays the income to the Residential Tenancies Fund, which is used to pay for the administration of the Act, including Tribunal functions.

How is the bond reclaimed?

At the end of the residency, you and your resident must complete and sign a bond claim form. You and your resident may agree to the division of the money to be paid

-for example, if there is still rent outstanding or property damage which needs to be repaired. The agreed division should be set out in the bond claim form, which is forwarded to the Bond Authority. (This does not apply to bonds provided by the Office of Housing, which must go through the Victorian Civil and Administrative Tribunal (VCAT) process if there is any claim on the bond.) The Bond Authority will pay directly into the nominated bank account's overnight.

What happens if the resident and I do not agree?

It is best if you and your resident first try to resolve any problems yourselves. Remember, legal action can be costly, time-consuming and distressing to both sides. Often it is simply a case of being prepared to compromise to reach an agreement.

And if we cannot resolve things ourselves?

If you cannot resolve the dispute yourselves, you can apply without further notice directly to VCAT, the umbrella organisation created by the amalgamation of various government tribunals and authorities. VCAT's Residential Tenancies List carries out the functions of the former Residential Tenancies Tribunal.

What happens when the property is abandoned and rent is owing?

If the resident's whereabouts are unknown and rent is owing, you have 14 days to apply to the Tribunal Registrar for an order directing the Bond Authority to repay the bond to cover the rent. The application must be in the prescribed manner and must be verified by an affidavit, which means you may not have to attend the hearing. The Tribunal Registrar can make a determination to distribute the bond money or refer the matter to the Tribunal. You then lodge the determination with the Bond Authority and the money is paid out overnight. For information about this procedure, call VCAT on **[insert telephone number]**

Tips for residents***At the start of the residency***

- Pay the bond to your rooming house owner
- Complete and sign the bond lodgment form (your interim receipt)
- Ensure you receive the Bond Authority receipt which allows you to reclaim your bond

At the end of the residency

- Complete and sign the bond claim form, stating any agreed division of the bond money
- Ensure the completed bond claim form is sent to the Residential Tenancies Bond Authority
- Check the money has been credited to your account by the Bond Authority

Why has the system been changed?

The creation of a central bond authority is aimed at addressing key concerns about the handling of residents' bonds. Among other things, the centralised system will provide an independent, neutral system for holding the bond money.

How does this affect me?

For residents, the process of renting does not change, except when you pay the bond. As in the past, you hand the bond over to rooming house owner. However, they must forward that money to the Bond Authority for the duration of the residency.

When you pay your bond, you and the rooming house owner must complete and sign a bond lodgment form. This comes in triplicate, with a copy for you, the rooming house owner, and the Bond Authority. Your copy is an interim receipt for the money you have paid. If the bond is an Office of Housing loan, this must be indicated on the form. You should receive

a receipt from the Bond Authority within 14 days. If you do not, you should report the matter to the Office of Fair Trading and Business Affairs on **[insert telephone number]**

Does the way I pay my bond change?

No - you pay exactly as you have done in the past. It is the rooming house owner's responsibility to forward payments to the Bond Authority. If the payment is dishonoured for some reason, the Bond Authority will notify the rooming owner. They can then serve you with a notice to vacate for non-payment of the bond, or take action to collect the money and re-lodge the bond.

What happens with bonds paid before 1 July 1998?

Rooming house owners are required to transfer existing bond money to the Bond Authority by 31 December 1998. To do this, they will need you to fill out and sign a bond lodgment form, which they will forward with your bond money to the Bond Authority. If you have not received a receipt from the Bond Authority by the end of the transition period, you should contact the Office of Fair Trading and Business Affairs on **[insert telephone number]**

What does the Residential Tenancies Bond Authority do with the bond money?

Under the *Residential Tenancies Act* 1997, the Bond Authority invests the bond money and pays the income to the Residential Tenancies Fund, which is used to pay for administration of the Act, including Tribunal functions.

What do I do if the rooming house owner or residents change?

If the identity of the resident changes, both new and the outgoing residents and the rooming house owner must complete and sign a transfer form to change ownership of the bond. This must be forwarded to the Bond Authority

within five (5) business days of the transfer taking effect. If the rooming house owner changes, they must complete the transfer form and send it to the Authority. The resident does not have to sign the form but must be given a copy. The Bond Authority can only pay out the money to the registered bond holder.

How do I reclaim my bond?

At the end of your residency you and the rooming house owner must complete and sign a bond claim form. You and the rooming house owner may agree to the division of the money to be paid - for example, if there is still rent outstanding or property damage which needs to be repaired. The agreed division should be set out in the bond claim form, which must be forwarded to the Bond Authority. (This does not apply to bonds provided by the Office of Housing, which must go through the YCAT process if there is any claim on the bond.) The Bond Authority will pay directly into the nominated bank accounts overnight.

What happens if I do not agree with my rooming house owner about the bond?

It is best if you and the rooming house owner first try to resolve any problems yourselves. Remember, legal action can be costly, time-consuming and distressing to both sides. Often it is simply a case of being prepared to compromise to reach an agreement.

And if we cannot resolve things ourselves?

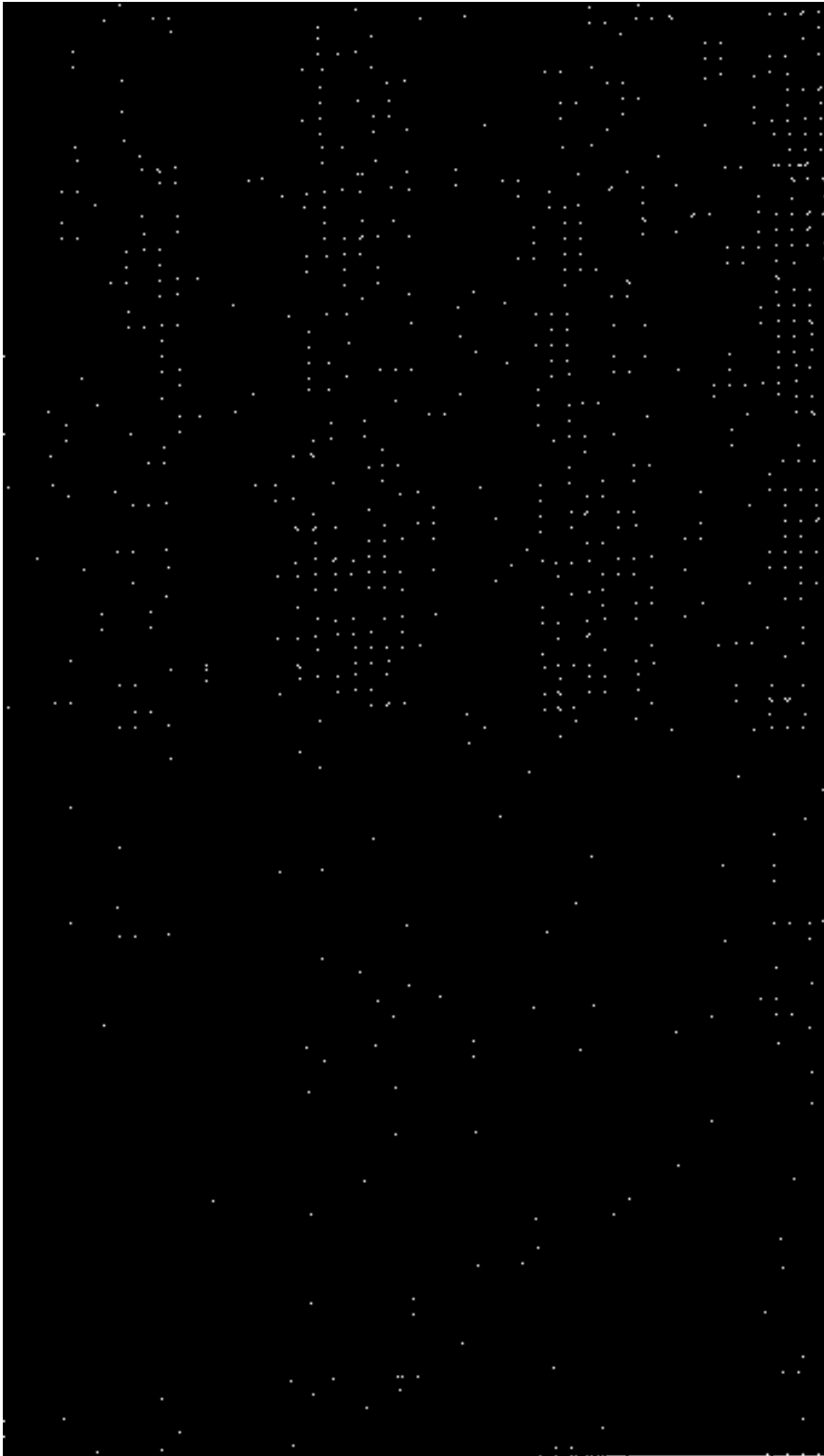
If you cannot resolve the dispute yourselves, you can apply without further notice directly to YCAT, the umbrella organisation created by the amalgamation of various government tribunals and authorities. YCAT's Residential Tenancies List carries out the functions of the former Residential Tenancies Tribunal.

Further information

If you need further information, contact the Office of Fair Trading and Business Affairs on **[insert contact details]**. Bond lodgment and claim forms are also available from the Office. You can contact YCAT on **[insert contact details]**.

Notes

Notes



Residential Tenancies Act 1997
STATEMENT OF CARAVAN PARK
RESIDENT'S RIGHTS AND DUTIES
UNDER THE ACT

The following document incorporates the form of the statement of rights and duties of a caravan park resident under the **Residential Tenancies Act 1977** which I, Bernadette Steele, Director of Fair Trading and Business Affairs, have approved for the purposes of section 182 of the Act, effective from the commencement of that section.

BERNADETTE STEELE
Director of Fair Trading and Business Affairs

Caravan Parks

Statement of Rights
and Duties

A Guide for
people who live
in Caravan
Parks and
people who own
or manage a
Caravan Park or
Caravans



Caravan Parks

Statement of Rights and Duties

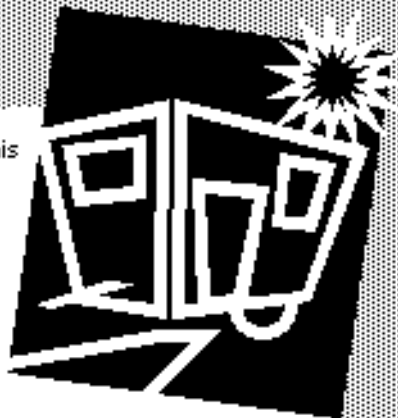
Note: The law covered by this guide only applies when a person is a **RESIDENT**.

You are a resident if you occupy a site in a caravan park as your home and:

- you have obtained the prior written agreement of the caravan park owner to do so, or
- the caravan park has been your home for at least 90 days (without a break).

You are **NOT** a resident if:

- you are only staying on holiday, or
- you own a caravan in a caravan park but live somewhere else.



Telephone Interpreter Service (TIS)

English

For advice or information contact the Office of Fair Trading and Business Affairs using the Translating and Interpreting Service (TIS) on 13 1490 (for the cost of a local call).

Chinese

如有任何查詢或查詢，請撥電話 13 1490 (按普通話電話收費) 透過口譯服務 (TIS) 與公平交易及商務辦公室 (Office of Fair Trading and Business Affairs) 聯絡。

Korean

더 자세한 사항이나 도움이 필요하시면, 본책 및 전화 사무소 (전화 13 1490, 지역 전화 요금 사용자 부담)를 통하여 공정 거래 및 사업자 등록청에 문의하여 주시기 바랍니다.

Malay

Se lanjut dari maklumat mengenai perkhidmatan perantara bahasa, hubungi Pejabat Perdagangan dan Hal Ehwal Perniagaan (Office of Fair Trading and Business Affairs) melalui perkhidmatan perantara bahasa (TIS) pada nombor 13 1490 (se mengikut peraturan perkhidmatan).

Polish

Pe szczegóły informacji proszę skontaktować się z Urzędem Fair Trading and Business Affairs za pośrednictwem Telefonicznej Służby Tłumaczeń (TIS) pod numerem 13 1490 (za cenę relacyjnej rozmowy).

Croatian

Za detaljniju informaciju nazovite Office of Fair Trading and Business Affairs (Ured za pravno posredanje i posredanje) koristeći službu za prevođenje i tumačenje (Translating and Interpreting Service (TIS) na broj 131 490 (za cijenu inozemnog telefoniranja).

Farsi

برای کسب اطلاعات بیشتر با شماره تلفنی خدمات ترجمه و تفسیر (TIS) در مرکز خدمات تجاری و بازرگانی (Office of Fair Trading and Business Affairs) تماس بگیرید. (برای هزینه تلفن بین‌المللی)

Other Languages

This booklet has been translated into Arabic, Cantonese, Chinese, Gaelic, Italian, Spanish, Turkish, Russian, and Vietnamese. Copies are available from the Office of Fair Trading and Tenants' advice services.

Helpful Addresses

Office of Fair Trading and Business Affairs

The Office of Fair Trading and Business Affairs - a Division of the Department of Justice - has staff who will be happy to help if a problem gets too difficult.

[insert contact details]

Advice services

The Office of Fair Trading and Business Affairs also funds about 20 community groups to provide advice to caravan park residents and owners of caravan parks and caravans. Interpreter services are available through all the agencies listed.

[insert contact details]

[insert contact details]

Local Government

The Office of Local Government is responsible for the law about the location and standards of caravan parks and the construction of movable dwellings. The address is:

[insert contact details]

Another way of finding out about the law is to ring the municipal council.

What this guide tells you

If you are a caravan park resident you need to know your legal rights and duties. Caravan park owners and owners of caravans need to know the law too.

The law comes from an Act of Parliament called the *Residential Tenancies Act 1997*.

This guide provides a summary of the rights and duties of caravan park owners, caravan owners and caravan park residents. It covers things that are important to know when someone arrives, while they are living at the caravan park and when they leave.

Keep it handy, but remember that it is a guide only, it cannot take the place of the Act. Copies of the Residential Tenancies Act are available from:

[insert contact details]

A caravan means a movable or immovable dwelling located in a caravan park.

A caravan park or park means an area of land on which movable or immovable dwellings are located for occupation on payment of rent.

A caravan park owner means any person who partly or wholly owns a business which runs a caravan park. This person may also own the caravan(s) which are hired. Where reference is made to a caravan park owner or caravan owner in this guide, it is intended to include, where appropriate, the owner of the caravan park or caravan, a person who leases the business, caravan park and/or caravan and any person who is appointed or authorised to act as a manager (including an on-site manager) or agent of the caravan park owner or caravan owner.

How are problems solved?

We hope you will not have problems - this guide should help you avoid them. But they can still happen. There is a section with advice about solving problems near the end of the guide (page 30).

Who will give you more help?

Use the list of addresses, phone and fax numbers at the front of this guide.

Equal Opportunity Commission Victoria

The Commission can help you if you think you have been discriminated against by accommodation providers because of personal characteristics such as your race, sex, age or parental status.

Think you have been discriminated against?

Your right to fair treatment in renting accommodation is protected under Victoria's Equal Opportunity Act. Under the Act a caravan park owner or caravan owner cannot:

- refuse to rent to you
- process your application differently from others
- vary rental terms upon application

- vary existing rental terms
- deny or limit access to accommodation benefits
- refuse to extend your tenancy
- evict you because of your
 - age
 - sex
 - disability
 - race
 - religious, political or industrial belief/activity
 - marital, parental or carer status
 - sexual orientation
 - pregnancy
 - physical features
 - or personal association with someone who may be treated unfairly because of one of the above attributes.

It is also unlawful under the Act for a caravan park owner or caravan owner to sexually harass you and for you to sexually harass them.

Stopping Discrimination

If you think you have been discriminated against or sexually harassed, the Victorian Equal Opportunity Commission's free, confidential and impartial complaint resolution service can help you. Settlements may include an apology, an undertaking to provide accommodation on fair terms and compensation for any suffering or costs incurred. If a settlement cannot be reached, you may be able to refer your complaint to the Anti-Discrimination Tribunal for a public hearing.

Where to get advice

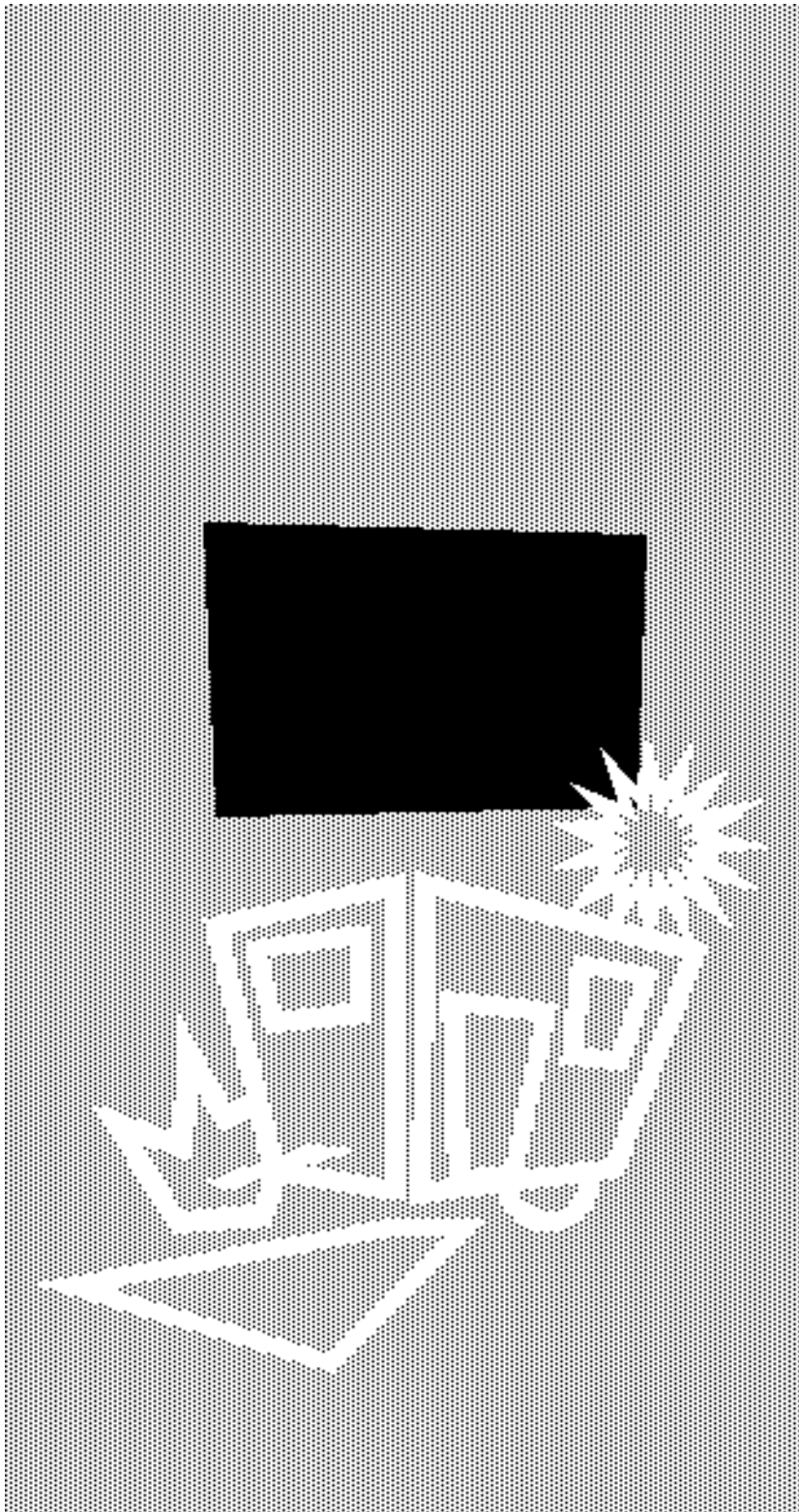
[insert contact details]

What is the Tribunal?

When the guide mentions 'the Tribunal', it is talking about the Victorian Civil and Administrative Tribunal. The Tribunal is similar to a court but not as formal and deals with tenancy and residency disputes. Sometimes a problem can only be solved by going to the Tribunal. There are full details in the section called 'How are problems solved?' near the end of this guide (see page 30).

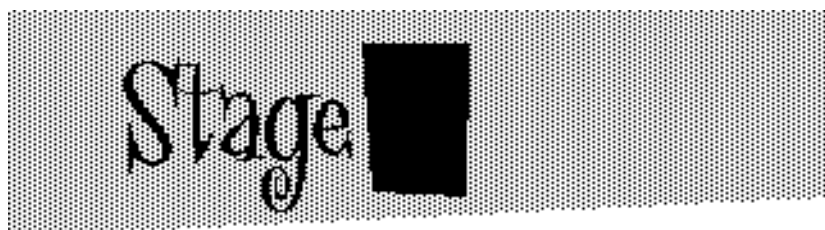
Fines

The Office of Fair Trading and Business Affairs can take caravan park owners, caravan owners or residents to the Magistrates' Court for non-compliance with certain obligations under the Act and the Magistrates' Court may impose a fine. Where in this guide reference is made to the imposition of a fine, it is referring to the maximum fine which can be imposed by the Magistrates' Court as a result of proceedings taken by the Office of Fair Trading and Business Affairs.



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Moving in— Becoming a Resident

This section explains what has to be done when someone moves into a caravan park.

It covers:

- how someone knows they are a resident and covered by the law
- the agreement
- the bond and the condition report
- rent in advance
- how the resident knows their legal rights and duties and the caravan park rules
- contact details.

How does someone know if they are a resident covered by the law?

The caravan park owner has to give everyone coming to stay in the caravan park a special notice to explain who the law says is a resident.

People coming in need to know that they:

- are not automatically covered by the Act
- will be covered if the caravan park owner signs an agreement with them about living in the caravan park as a resident, and
- will be covered anyway once the caravan park has been their home for 90 days without a break.

A fine of \$500 can be imposed if this notice is not given.

The agreement

The resident and the caravan park owner can make their own agreement about anything to do with living in the caravan park as long as the agreement is not illegal and does not conflict with the Act. For example, they can set the date a resident has to leave.

Agreements can also be made between residents and caravan park owners as long as they are not illegal and do not conflict with the Act.

To avoid disputes, agreements should be written down and signed.

The bond and the condition report

The bond is money the resident puts up as security. If the caravan is hired there could be two bonds, one to the caravan owner and one to the caravan park owner.

A caravan park owner cannot ask for a bond unless there is already a written agreement for the resident to live in the caravan park. A caravan park owner can be fined \$1,000 for breaking this law.

If the resident's duties are not met, the caravan park owner or the caravan owner can claim some or all of the bond when they leave. This is explained in detail in the section 'STAGE 4: WHEN THE RESIDENT LEAVES' later in this guide (see page 25).

Note: *They can also claim compensation from the resident if the bond does not cover all their losses.*

Who looks after the bond?

The Residential Tenancies Bond Authority holds the bond while the resident is living at the caravan park.

The resident has to give their bond payment to the caravan park owner or caravan owner. A caravan park owner or caravan owner can request a bond before the resident occupies a site or caravan.

The caravan park owner or caravan owner and the resident have to complete and sign the official bond lodgment form. The Bond Authority needs the details and signatures on the form to be able to payout the bond as directed at the end of the resident's stay. If there is a change of caravan park owner or caravan owner or a new resident takes over, the Bond Authority must be told, see page 13.

Bond lodgment forms are available from the Office of Fair Trading and Business Affairs. The top sheet is marked 'Authority'. Undemeath, there is a 'resident' copy which the resident has to be given as an interim receipt and another copy for the caravan park owner or caravan owner.

The caravan park owner or caravan owner has to send the bond and the top sheet ('Authority' copy) of the form to the Bond Authority within five (5) business days after receiving the bond. A \$1,000 fine can be imposed for not doing so.

Payment must be made by cheque, money order or bank cheque payable to 'Residential Tenancies Bond Authority'. The address for the Bond Authority is:

[insert contact details]

The Bond Authority must send the resident and the caravan park owner or caravan owner a receipt within seven (7) days. Any resident who has not received the Authority's receipt 14 days after paying a bond should telephone the Office of Fair Trading and Business Affairs on

[insert telephone number]

For more information about the Residential Tenancies Bond Authority, see 'Tips for caravan park owners and caravan owners' on page 34 and 'Tips for residents' on page 38.

How much should the bond be?

The bond for the site cannot be more than 28 days rent.

Any separate bond for the caravan cannot be more than 28 days hire charge.

A fine of \$1,000 can be imposed for breach of the law.

Does there have to be a condition report?

A caravan park owner or caravan owner receiving a bond has to prepare a condition report on the caravan. This report specifies the state of repair and general condition of the caravan and various items in the caravan as being good, fair or poor.

The condition report is evidence that can be used if there is a dispute later about who should pay for cleaning, damage, or missing items. If it is done properly, it can be conclusive proof.

If the resident has paid a bond, the caravan park owner or caravan owner has to give two (2) signed copies of the condition report to the resident before the resident moves in, otherwise a \$500 fine can be imposed.

There should be space for comments if the resident disagrees with the report. The resident has to check the report, add any comments, sign it and return one (1) signed copy to the caravan park owner or caravan owner within three (3) business days after occupying the caravan.

The resident should keep the other copy of the condition report until they leave. The caravan park owner or caravan owner might claim some or all of the bond for cleaning,

repairs or missing items. If the report says the job already needed to be done at the start of the residency or items were not listed, it can help prove that the bond should be returned to the resident.

Rent and hire charges in advance

Rent is the money charged for a caravan park site. Hire charges are for a caravan.

Residents are often asked to pay just one fee for both the site and the caravan. This is usually called the rent.

The caravan park owner cannot charge more than 14 days in advance for rent of the site. The caravan owner cannot charge more than 28 days in advance for hire of the caravan.

A \$1,000 fine can be imposed for charging more than permitted.

The caravan park owner or caravan owner must give the resident a receipt for the rent or hire charge. The requirements about receipts are explained in the next section, 'STAGE 2: LIVING IN A CARAVAN PARK', page 8.

Other charges

The caravan park owner cannot charge anyone a fee for agreeing to a resident transferring their residency right.

The caravan park owner can charge a reasonable one-off fee for giving the resident a key to enable vehicle access to the caravan park.

No later than the day the resident moves in, the caravan park owner has to give a list of any additional rent and/or hiring charges for any visitor who stays in a caravan hired by the resident (see 'STAGE 2: LIVING IN A CARAVAN

PARK', page 8), any fees the caravan park owner may charge for storage or removal of a caravan and the commission scale for the sale of a caravan.

If the site is separately metered, the resident will have to pay the supply and usage charges for electricity, gas, bottled gas, water, drainage and sewerage. If the caravan park owner pays the bill and then charges the resident, they cannot charge more than the original bill (less any concessions) for the metered amounts. If the services are not separately metered the caravan park owner has to pay for the services.

A caravan park owner will have to pay the installation and initial connection costs to a site for electricity, gas, bottled gas or water and all charges relating to the supply or use of water, sewerage and drainage to a separately metered site, which are not based on the amount of water supplied or used or the use of the services.

Water meter readings

Residents moving into a site that has a separate meter must let the water authority know at least two (2) days before moving in (not counting weekends and public holidays). Otherwise, residents will have to pay for the total amount of water supplied to the site since the last meter reading before they arrived. It is best to confirm the details in a letter to the authority and keep a copy.

Rights, duties and rules - how does the resident know what they are?

The caravan park owner must give every new resident on or before the day they enter into occupation:

- a copy of this guide, and
- a copy of the caravan park rules.

A resident of a caravan park is entitled to use the caravan park facilities, kiosks, toilet blocks and recreation rooms.

Contact details

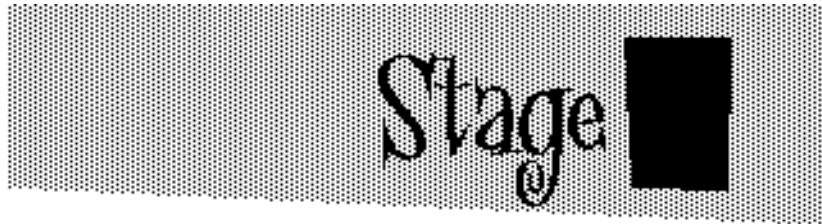
If there is no agent acting for the caravan park owner, the caravan park owner has to give the resident written details of their full name and address for service of documents within seven (7) days of a person becoming a resident of a caravan park. An emergency telephone number must also be given in case urgent repairs are needed.

If there is an agent, the agent's full name, address for service of documents and telephone number must be given to the resident in writing. In addition, the resident has to be told in writing:

- whether the agent can authorise urgent repairs and if so
- to what monetary limit, and
- the telephone number to be used.

Failure to provide contact details may result in a fine of \$500.

If any of these details change later, the caravan park owner or their agent has to let the resident know in writing within seven (7) days of the change, otherwise a \$500 fine can be imposed for not doing so.



Living in a Caravan Park

This section contains important information about:

- rent, hire charges and increases
- other charges
- obeying the caravan park rules
- what the resident can do if the rules seem unfair
- making sure the caravan park runs smoothly - the duties of the caravan park owner, caravan owner and the resident
- privacy and when the caravan park owner or agent or caravan owner or agent can enter a caravan.

Rent and hire charges

The resident has to pay and continue to pay the rent or hire charges as agreed and on the due date.

In most cases, the rent or hire charges will be payable in advance. If the next rent or hire charge is not paid or is late, then the resident will be behind with the rent or hire charges straight away.

A person, for example, the caravan park owner or caravan owner cannot take any of the resident's belongings to cover any rent or hire charges owing, otherwise a \$1,000 fine can be imposed.

If the rent or hire charges are seven (7) days or more behind, the caravan park owner or caravan owner can give the resident notice to move out for breach of duty. There is more detail about this, see section 'If the caravan park owner wants the resident to leave', page 21.

Receipts

The person who receives the rent or hire charges, usually the caravan park owner or caravan owner, must give a receipt for rent or hire charges:

- if the money is paid to the caravan park owner or caravan owner in person - immediately
- otherwise, if it is not made in person and a receipt is requested at the time of payment - within five (5) business days of receipt.

If the resident does not pay in person and does not ask for a receipt, the caravan park owner or caravan owner still has to prepare a receipt and keep it until collected by the resident or 12 months, whichever is the earliest.

A \$500 fine can be imposed for not doing these things.

A receipt for rent or hire charges has to state:

- the name of the resident
- the name of the caravan park
- the date the money was paid
- the period the payment was for
- how much was paid, and
- whether it is a receipt for rent or a hire charge.

Rent and hire charge changes

If the caravan park owner or caravan owner wants to increase rent or hire charges (excluding for visitors) they have to give the resident at least 90 days written notice. The notice has to tell the resident about their rights if they think the increase is too high. A notice of proposed increase can only provide for one increase.

What if the resident thinks the rent or hire charge is too high?

If the caravan park owner or caravan owner has given notice of an increase that the resident thinks is excessive (having

regard to market rent), the resident can write to the Director of Fair Trading and Business Affairs for a report on the amount being charged. A request for a report must be made in writing within 30 days of receiving the notice of rent increase.

The section on the Office of Fair Trading and Business Affairs at the front of this guide tells you how to address the letter.

After receiving the report, the resident can apply to the Tribunal within 30 days to set a maximum rent or hire charge which stays in force for six (6) months.

If a resident believes a caravan park owner or caravan owner has charged them additional rent or hire charges for a visitor staying in the caravan which they believe is unreasonable, then the resident can apply to the Tribunal for an order that it is unreasonable. If the caravan park owner stops providing a service to the resident, the rent should be reduced to an agreed amount. If there is no agreement the resident may have to go to the Tribunal to resolve the problem.

There is a section later in this guide about how to 'Use the Tribunal' (page 31).

Can the resident stop paying if the caravan park owner will not carry out repairs?

No. The way to get disputes about repairs sorted out is explained in the section headed 'Repairs' (see page 14).

Can the resident stop paying rent or hire charges at the end if the bond will cover it?

No. The bond is separate. The caravan park owner or caravan owner cannot even claim to get it from the Bond Authority until the end of the resident's stay. A resident can be fined \$1,000 for trying to treat any part of the bond as rent.

Caravan park rules

A resident must obey the caravan park rules about using the site, the caravan park and facilities.

The caravan park owner can change the rules, but each resident should be told about the change in writing at least seven (7) days before, otherwise a fine of \$500 can be imposed.

A resident who thinks a caravan park rule is unreasonable can apply to the Tribunal for an order declaring that the rule is invalid. A copy of the caravan park rules has to be attached to the application and say which one/s the resident objects to and why. Look at the section later in this guide about applying to the Tribunal (see page 31).

The Tenants Union or the local tenancy advice service can also advise a resident about making an application to the Tribunal.

Making sure the caravan park runs smoothly

Caravan owner's duties

The owner of a hired caravan has to keep it in good repair.

Caravan park owner's duties

The caravan park owner has to:

- make sure the resident can come into the caravan park and get to the site at all times
- let the resident use the common toilet and bathroom facilities at all times
- set reasonable hours for use of other facilities (for example, the laundry recreation areas)
- respect the resident's rights to privacy peace and quiet
- keep the caravan park and grounds clean and safe
- arrange for the collection of the resident's garbage and other garbage from the caravan park

- keep all caravan park facilities in good repair
- make sure repairs or renovations disturb the resident as little as possible, providing other facilities to use if necessary while the work is being done, and
- maintain hired caravans in good repair.

The resident's duties

The resident has to:

- only use the site as a place to live, not for a business
- use the site, caravan park and facilities properly and ensure their visitors do
- make sure the site is not used for any illegal purpose (for example, gambling)
- pay rent, hire charges and other charges on the due date
- make sure they and their visitors respect other residents' rights to privacy, peace and quiet and use of their caravan, sites and caravan park facilities
- keep the site clean and tidy
- maintain the site and caravan
- get written permission from the caravan park owner to put up structures (such as a fence, shed, carport)
- report and pay for any damage caused by them or their visitors that is not normal wear and tear
- report any damage or breakdown in caravan park facilities to the caravan park owner
- make sure there are never more people living on the site than the caravan park owner has agreed to, and
- observe all caravan park rules.

Violence - further details

If a resident or a visitor endangers or seriously disrupts other residents, the caravan park owner can give the resident notice to move out (see the section headed 'If the caravan park owner wants the resident to leave', page 21).

The caravan park owner or manager can use a special notice to order the resident or a visitor off the caravan park immediately for serious violence or putting anyone in the

caravan park in danger. The person given this notice can be fined \$1,000 if they do not leave straight away after receiving this notice.

If a resident is ordered out in this way it means they are suspended from the caravan park for two (2) business days after the suspension commences. The resident still has to pay rent for the days they are suspended and the site and/or caravan cannot be given to anyone else, but the caravan park owner can decide during the suspension period to apply to the Tribunal to evict the resident. If the caravan park owner does apply to the Tribunal, the suspension continues until after the Tribunal hearing. A resident should check with the caravan park owner or the Tribunal if their permanent eviction is being sought. A resident has a right to go to the hearing and argue against being evicted because the suspension is not warranted or the circumstances surrounding the suspension will not occur again. A section later in this guide explains 'What can happen at the Tribunal?' (see page 24). If the resident returns during the suspension they can be fined \$1,000. If the caravan park owner does not apply to the Tribunal during the suspension period, the resident can resume occupancy of the site.

Telling the Bond Authority about changes

The Bond Authority must be told about any changed arrangements concerning the bond, otherwise it will not be able to payout the bond to the right person.

If a new caravan park owner and/or a new caravan owner takes over, the old and new caravan park owner and/or caravan owner have to fill in and sign an Bond Authority Transfer form and send it to the Authority within five (5) days after the changeover. The new caravan park owner and/or caravan owner must give a copy of the form to the resident.

If a new resident is brought in to share or take over a residency the caravan park owner and/or caravan owner, the old resident and the new resident have to fill in and sign a special form and the caravan park owner and/or caravan owner and the old resident and the new resident have to notify the Authority by giving the form to the Authority within five (5) days after the changeover. A \$1,000 fine can be imposed for not sending a bond transfer form to the Authority. A caravan park owner and/or caravan owner can be fined \$1,000 for not giving the resident a copy of the form.

Repairs

All repairs to the caravan park, caravan park facilities and hired caravans are the responsibility of the caravan park owner or caravan owner. However if the damage is the resident's fault, the caravan park owner or caravan owner can ask the resident to arrange or pay for repairs.

If a water appliance, fitting or fixture needs to be replaced, the caravan park owner or caravan owner has to make sure the new one is rated at least 'A' for water efficiency under the Australian Standard (MP64-1995), to avoid wasting water. The plumber should know the rating and there should be a label on the appliance showing the rating.

A resident cannot stop paying rent or hire charges if the caravan park owner or caravan owner will not carry out repairs as requested. The way to get disputes about repairs resolved is explained below.

Urgent repairs

What counts as an urgent repair?

An urgent repair is any work needed to fix

- a burst water service
- a blocked or broken lavatory system
- a serious roof leak
- a gas leak
- a dangerous electrical fault

- flooding or serious flood damage
- serious storm or fire damage
- a failure or breakdown of any essential service or appliance provided by the caravan park owner or caravan owner for hot water, water, cooking, heating or laundry
- a failure or breakdown of the gas, electricity or water supply
- any fault or damage that makes the rented premises unsafe or insecure
- an appliance, fitting or fixture which is not working properly and causes a substantial amount of water to be wasted, or
- a serious fault in a lift or staircase.

What to do about urgent repairs

If urgent repairs are needed the resident must first try to take reasonable steps to arrange for the caravan park owner or caravan owner to fix the problem.

If the resident is unable to get the caravan park owner or agent or the caravan owner or agent to carry out the urgent repairs, the resident can have them done and be reimbursed by the caravan park owner or caravan owner the reasonable cost of the repairs, or \$1,000, whichever is less. The receipt/s should be kept to prove how much was spent. If a water appliance, fitting or fixture that is not rated 'A' or higher needs to be replaced quickly as part of an urgent repair arranged by the resident, the resident can upgrade it to an 'A' rated item.

The resident has to give the caravan park owner or caravan owner notice of what repairs were done and the cost. Look at the section on notices under the heading 'How are problems solved?' near the end of this guide (page 30). The caravan park owner or caravan owner does not have to pay until 14 days after the notice is given as to the nature of the repairs and cost.

Sometimes:

- the urgent repairs are going to cost more than \$1,000, or
- the resident cannot afford to pay for them, or
- the caravan park owner or caravan owner refuses to pay if the resident has the repairs done.

In those cases, the resident can apply to the Tribunal which can order the caravan park owner, caravan owner or their respective agents to carry out the repairs.

The procedures for dealing with urgent repairs do not apply to equipment or appliances supplied by the resident or if there is no immediate danger to health and safety and the resident can use facilities in communal areas or if the caravan is owned by the resident.

Non-urgent repairs

The resident can give the caravan park owner or caravan owner 14 days written notice of any repairs that need doing. Look at the section on notices under the heading 'How are problems solved?' near the end of this guide (page 30).

When a notice has been given, the resident can apply to the Tribunal for an order that the hire charges should be paid into the Rent Special Account for the time being, instead of to the caravan park owner or caravan owner until the dispute about repairs is resolved. The resident must not stop paying the hire charges.

If the caravan park owner or caravan owner does not carry out the repairs the resident should send a copy of the notice to the Office of Fair Trading and Business Affairs with a letter asking for an investigation. The address is at the front of this guide.

If the repairs still have not been done after the resident has received the investigation report from the Director of Fair Trading and Business Affairs, the resident can apply to the Tribunal for a repair order.

Privacy

Every resident has a right to use the caravan and the caravan park facilities and not be interfered with or restricted without reason. This means that none of the residents are allowed to interrupt the privacy, peace and quiet of other occupants.

When can the caravan park owner, caravan owner or authorised staff enter your caravan or site?

The caravan park owner, caravan owner or authorised staff can only enter the site or caravan without prior notice:

- if the resident agrees at the time, or
- in an emergency to save life or valuable property, or
- if the Tribunal has made an order saying the resident has abandoned the caravan or site.

The caravan park owner, caravan owner or authorised staff can also enter for the reasons listed below, but they have to give the resident at least 24 hours written notice stating the reason for entering. When they do this, they can only enter between 8.00am and 6.00pm and not on a public holiday.

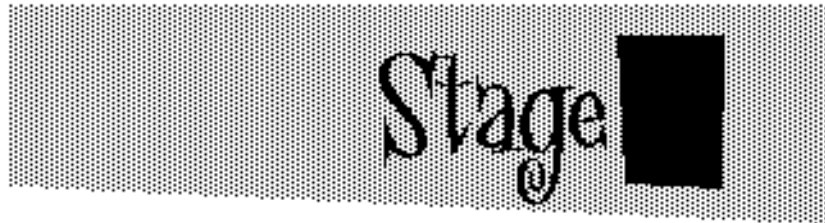
The reasons for a 24 hour notice of entry are:

- to show the caravan to possible new residents if the resident has already given notice or been given written notice to move out (Notices to vacate are explained in the section 'If the caravan park owner wants the resident to leave', page 21), or
- if the caravan is hired, to show people through who are interested in buying the caravan or lending the owner money on it, or
- to make a general inspection, once in any six (6) month period, or
- to carry out a duty under the Act, or
- to check a reasonable belief that the resident has not met their duties as a resident.

When visiting, the caravan park owner, caravan owner or authorised staff must:

- behave in a reasonable manner, and
- not stay any longer than necessary, unless with the resident's consent.

A resident must allow a person exercising a right of entry in accordance with the Act to enter the caravan.



Someone wants to end the residency

This section explains what a resident, caravan park owner or caravan owner has to do to end an agreement. It deals with cases where the resident wants to leave and cases where the caravan park owner or caravan owner wants the resident to leave.

It covers:

- agreements for a new resident to take over
- giving notice
- the amount of time to allow for giving of notice
- defending a notice
- what happens when notice 'runs out'.

If the resident wants to leave

Transferring to another resident

If a resident owns a caravan on a rented site and sells it to someone else, the right to live there can be transferred to the person who bought the caravan, as long as the caravan park owner agrees.

The resident has to give the caravan park owner notice in writing using a form available from the Office of Fair Trading and Business Affairs. The caravan park owner has to give permission unless there is a good reason to refuse. The caravan park owner cannot charge any fee for agreeing to the transfer.

If the caravan park owner does not respond to a request to allow a transfer within seven (7) days of receiving the transfer form, the transfer can proceed as if the caravan park owner had consented.

If the caravan park owner refuses permission for the transfer and the resident thinks this refusal is unreasonable, the resident can apply to the Tribunal for permission to go ahead without the caravan park owner's consent.

Giving notice

The resident has to give the caravan park owner or caravan owner a notice. It must be in writing and signed by the resident or their agent.

If a hired caravan is unfit to live in, totally destroyed or partly destroyed as to be unsafe, the resident can give immediate notice.

Otherwise, the resident must give the caravan park owner or caravan owner at least seven (7) days notice of intention to vacate. If the resident leaves without notice, they have to pay rent or hire charges for the seven (7) days after they vacate, otherwise the resident can be fined \$500.

When leaving, the resident always has to pay the rent and hire charges and any other charges right up to the last day. The resident cannot refuse to pay because bonds have been paid for the rent of the site and hire of the caravan. A \$1,000 fine can be imposed on a resident for trying to treat any part of the bond as rent or hire charge.

What if you change your mind?

If the resident has given notice and then does not go, the caravan park owner or caravan owner can apply to the Tribunal for an order that the resident moves out. Look at the section 'What can happen at the Tribunal?' on page 24.

How is the notice of intention to vacate to be given to the caravan park owner or caravan owner?

The notice can be:

- delivered personally to the caravan park owner or caravan owner, or
- if the caravan park owner or caravan owner is a corporation, given to an authorised officer of the corporation who is employed at its registered office, or
- left for the caravan park owner or caravan owner at the residence or business of the caravan park owner or caravan owner with a person apparently over 16 years of age and apparently residing or working there, or
- posted to the caravan park owner or caravan owner's residence or business or if the caravan park owner or caravan owner is a corporation, posted to the corporation's registered Victorian address, allowing three (3) days for post. It is best to use registered post so you have proof of when you sent the notice.

If someone the caravan park owner or caravan owner owes money to takes over

There could be a mortgage giving someone who has lent money to the caravan park owner or caravan owner rights to the whole caravan park, or to a hired caravan if the loan payments are not kept up. The lender (mortgagee) can then give the resident notice to leave.

For a mortgage over the caravan park that was given before the residency started, the resident must be given at least 90 days notice. For a caravan park mortgage given after the residency started, at least six (6) months notice must be given.

For a mortgage over a hired caravan that was given before the residency started, the resident must be given at least

30 days notice. For a mortgage over a hired caravan given after the residency started, at least six (6) months notice must be given.

If the caravan park owner wants the resident to leave

Except in accordance with the Act, a person can be fined \$2,000 for trying to force a resident to leave a site or caravan.

The caravan park owner or manager has to give the resident proper notice.

One way this can happen is with a suspension notice for acting violently or endangering someone.

This is explained in detail in the section of this guide headed 'STAGE 2: LIVING IN A CARAVAN PARK' (see page 8).

The other type of notice is much more common. It is called a notice to vacate.

Notice to vacate

A notice to vacate has to:

- be in the prescribed form (available from the Office of Fair Trading and Business Affairs), and
- be addressed to the resident, and
- give a reason, and
- be signed by the caravan park owner or caravan owner or their representative, and
- allow the correct amount of time to give the notice, and
- give the date for the resident to leave, and
- be sent by registered post or be given to the resident personally.

The amount of time the notice requires depends on the reason, unless it is a notice that does not require a reason.

When the resident or the resident's visitors are said to be at fault

Reason	Minimum notice time (plus time of notice day if ending on specified date)
Excessively or recklessly parking or allowing serious damages to caravan park, caravan or facility	Immediate notice
Putting people or property in caravan park in danger	Immediate notice
Serious disruption to other residents or residents' visitors quiet and peaceful enjoyment	Immediate notice
Seven (7) days or more rent or hire charges owing	Seven (7) days
Breach of Tribunal compliance order or compensation order	Seven (7) days
Two (2) "breach of duty" notices already served and same problem arises again	Seven (7) days
Caravan or site used for illegal purposes	Seven (7) days

When no-one is at fault

When there is a written agreement with a set ending date, the caravan owner can give the resident 14 days notice if the caravan owner or a member of the caravan owner's immediate family (including parents and parents-in-law) or a dependant of the caravan owner who normally lives with the caravan owner will be moving in.

For the following notices, if there is a written agreement with a set ending date, the ending date on the notice cannot be before that date.

<i>Reason</i>	<i>Minimum notice time park owner or caravans owner not satisfied by reasons given</i>
The caravan site is to be sold	60 days by caravan park owner and caravan owner
The caravan park is closed	Six(6) months by caravan park owner
No specified reason, but not because the caravan park is closing or residents have been exercising their rights or saying they will	90 days

What if a resident wants to defend a notice?

The Tribunal can cancel a 'no specified reason' notice if it was given because the resident was exercising their rights or saying they would. But the resident has to apply to the Tribunal within 28 days from receiving their notice.

Residents can argue against other notices to vacate too, if they dispute the reason given or if it would be too hard on them to move out without an extension of time. If a resident cannot come to an agreement with the caravan park owner or caravan owner, they can wait for the notice to run out and go to the Tribunal for a hearing. The Tribunal can make special allowances to avoid severe hardship to residents, caravan park owners or caravan owners in making its decision.

A caravan park owner or caravan owner should not make up a reason to get a resident out. If the resident leaves after a 60 day or six(6) month notice, the caravan park owner cannot re-let the site and the caravan owner cannot hire out the caravan for six(6) months unless the Tribunal consents. Otherwise, the caravan park owner and the

caravan owner can be fined \$2,000. The same applies for 14 day notices, if someone who is not a member of the caravan owner's immediate family or a dependant moves in.

What can happen at the Tribunal?

The Tribunal will deal with an application for an order to evict the resident if:

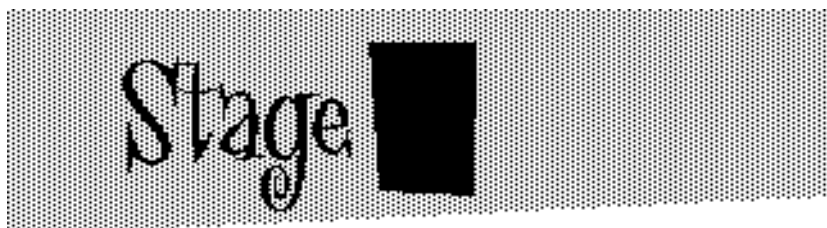
- the caravan park owner or manager has suspended the resident for violent or dangerous behaviour, or
- notice given by the resident, a mortgagee, the caravan park owner or caravan owner runs out and the resident is still there.

The resident has the right to come to the hearing and give evidence. The Tribunal will hear and consider both sides.

If the resident has been suspended, the Tribunal staff may not know where to send a notice of the hearing. The resident should contact the Tribunal to find out if the caravan park owner or manager has applied to evict them and when the hearing is to take place. The Tribunal can decide that the caravan park owner or manager should not have suspended the resident. The caravan park owner or manager will then have to let the resident back in and can be ordered to refund the rent or hire charges paid for the days the resident was suspended.

If the Tribunal makes a possession (eviction) order, the caravan park owner or caravan owner still cannot use force against the resident. The police or other authorised persons will enforce the possession order after the caravan park owner or caravan owner gets a warrant of possession from the Tribunal office.

A resident can be fined \$2,000 for returning to the caravan park once the police or authorised person have made them leave.



When the Resident Leaves

When the resident leaves there are requirements about:

- the bond
- letting the water company or authority know and having the meter read
- what has to be done when any belongings are left behind
- re-letting.

The bond

Usually, the resident and the caravan park owner or caravan owner will agree about who should get the bond or how it should be divided between them. If they both sign the Bond Authority's refund application form, the Authority will pay the bond out as directed. For any bond to be paid to the caravan park owner or caravan owner, the form cannot be signed more than seven (7) days before the end of the resident's stay at the caravan park.

If the resident and the caravan park owner or caravan owner do not agree, one of them must apply to the Tribunal.

The caravan park owner, caravan owner or their agents can only claim compensation because:

- the resident or the resident's visitors caused damage, or
- the resident did not keep the site and/or caravan reasonably clean, or
- the resident abandoned the premises, or

- goods belonging to the caravan park owner or caravan owner have been lost, or
- there is unpaid rent, hire charges or other charges, or
- the caravan park owner or caravan owner is left to pay bills which the resident should have paid.

Costs due to fair wear and tear cannot be claimed by the caravan park owner or caravan owner.

If the resident moves out and cannot be located, the caravan park owner or caravan owner can apply to the Tribunal for an order that unpaid rent or hire charges be paid out of the bond without a full hearing, based on an affidavit. This application has to be made within 14 days after the resident moves out.

The resident can ring the Tribunal office to check whether the caravan park owner or caravan owner has made a claim. If the claim is for unpaid rent or other charges and the resident disagrees, they should make sure the staff know they want to give their side of the story at a hearing. The staff will tell you what steps you are required to take. There will always be a hearing for any other type of claim. The resident should make sure the Tribunal has their new address so that notice of the hearing date will reach them.

If you are unable to come to an agreement about the bond(s) with the caravan park owner or caravan owner and they have not made a claim, the resident should apply to the Tribunal to get the bond back.

Water meter readings

Residents moving from a site that has a separate meter must let the water authority know before going, or at the latest within two (2) days after leaving (not counting weekends and holidays).

Otherwise, the resident will have to pay for the total amount of water supplied to the site until the next meter reading or the start of the next billing period.

It is best to confirm the details in a letter to the water authority and keep a copy.

Belongings left behind

It is common sense for residents to take all their belongings with them and leave a forwarding address when they go, but sometimes this does not happen.

If any personal documents or goods are left behind, the resident should make arrangements with the owner of premises to collect them. (The owner of premises includes the caravan park owner, caravan park mortgagee, caravan owner or caravan mortgagee). The owner of premises cannot just refuse to give back any of the resident's belongings, even if the resident owes rent.

The owner of premises has to follow strict requirements for uncollected personal documents and other belongings as set out in the Act.

Personal documents

Personal documents consist of official documents, photographs, correspondence and any other document which would be reasonable to expect a person would want to keep.

The requirements for dealing with personal documents cover:

- taking reasonable care of the documents for 28 days
- taking reasonable steps to let the resident know they can be reclaimed, if necessary with a newspaper advertisement within the first seven (7) days, and
- letting the resident reclaim the documents, after the

resident pays back any money the owner of premises had to spend to remove and care for them and/or to notify the resident.

A \$2,000 fine can be imposed on an owner of premises for not letting the resident reclaim documents when the resident was willing to pay a reasonable amount to cover those costs.

If the owner of premises complies with the requirements and the resident does not claim the documents, the owner of premises can dispose of them. The owner of premises can then apply to the Tribunal to recover the costs of removal, care of the documents and of notifying the resident through the Tribunal. If the owner of premises does not comply with the requirements, the resident can apply to the Tribunal for release of the documents and/or compensation.

Other belongings

If other belongings are left behind, the owner of premises must:

- take reasonable care of them
- take reasonable steps to let the resident know how they can be collected, and
- let the resident reclaim them once the resident pays back any money the owner of premises had to spend to remove and care for them and/or to notify the resident.

A \$1,000 fine can be imposed on the owner of premises for not letting the resident reclaim goods when the resident was willing to pay a reasonable amount to cover those costs.

These requirements do not apply to perishable foods and goods that are dangerous or of no monetary value but for any other goods they have to be followed unless removal, storage and auction costs for the goods as a whole would be more than the sale proceeds.

This can be hard to estimate. However on request, the Office of Fair Trading and Business Affairs will make an assessment which legally protects the owner of premises.

If the resident suffers a loss because the owner of premises fails to comply with the law, the resident can apply to the Tribunal to be compensated for any loss. If the owner of premises complies with the law and suffers a loss, they can apply to the Tribunal to be compensated for any loss. Look at the section about going to the Tribunal starting on page 31.

Reletting

When the site or caravan is abandoned

The caravan park owner or caravan owner can assume a resident has abandoned a site or caravan if:

- no-one has lived there for at least 14 days and no money has been paid for that time, or
- it would be unreasonable to expect the resident to return.

The site and/or caravan can then be rented to someone else.

If there is any doubt at all, the caravan park owner or caravan owner should apply to the Tribunal for an order declaring that the resident has abandoned the site or caravan.

After gaining possession through notice

There are special requirements for re-letting if the resident leaves after a 14 day, 60 day or six(6) month notice from the caravan park owner or caravan owner. See pages 22 and 23 for details.

How are problems solved?

1 - TRY TO SETTLE IT

It is best for the resident and the caravan park owner or caravan owner to try to solve any problems by coming to an agreement. Of course, the agreement has to be within the law.

Compensation may be involved. If one person has lost money or had to spend extra because the other has done the wrong thing, they have a right to get that money back.

To avoid more problems later, any agreement should be put in writing and signed by both parties.

2 - GET ADVICE AND GIVE A NOTICE

If a dispute gets too difficult, the Office of Fair Trading and Business Affairs or the local tenancy advice service will be able to advise.

If a resident, caravan park owner or caravan owner wants to enforce their rights, they usually have to give a notice to the other person.

A notice always has to say what you want done and when you want it done. The amount of notice you have to give varies, depending on the type of problem.

There are compulsory forms for notices to vacate and for advertising personal documents and goods left behind. The Office of Fair Trading and Business Affairs and tenancy advice services have these compulsory forms as well as other forms you can use for different types of notice. The requirements for notices when the caravan park owner, caravan owner or resident wants the residency to end are

explained in the section of this guide headed 'STAGE 3: SOMEONE WANTS TO END THE RESIDENCY'(page 18).

Other notices should be:

- delivered personally to the person, or
- left for the person at their home or business address with a person apparently over 16 years of age and apparently living or working there, or
- if the person is a corporation, left with an authorised officer of the corporation who is employed at the registered office, or
- posted to the person's residence or business or if the person is a corporation, to the corporation's Victorian registered address, allowing three (3) business days for post. It is best to use registered post so you have proof of when you sent the notice.

3 - USE THE TRIBUNAL

The Tribunal can deal with any dispute relating to a caravan park residency. For example, it can order a person to comply with their duties and/or to pay compensation for failing to do so.

You usually have to take other steps before applying, such as giving a notice (see previous section).

If advice is needed about taking a problem to the Tribunal, Tribunal staff are available at:

[insert contact details]

An application should include:

- a completed and signed application form with the current fee paid (ring the Tribunal to find out the cost and how to pay), and
- a copy of the application form, and
- copies of all notices you have given or sent, and
- copies of any other documents which are important for your claim such as receipts, letters, photos, statutory declarations, and reports from the Director of Fair Trading and Business Affairs. The originals of these documents should be produced by you at any subsequent Tribunal hearing.

Application forms are available from the Office of Fair Trading and Business Affairs, tenancy advice services and the Tribunal.

Applications can be given to staff or sent to:

[insert contact details]

Urgent cases

In cases of extreme hardship or urgency, you can ask for your case to be heard quickly. You will need to write a letter to go with your application form, saying why it is urgent.

If you can get to the Tribunal office before 4.30pm, you can save time by taking the form and the letter in yourself instead of posting it.

Hearing date

The Tribunal staff will write to tell you the day, time and place of your hearing. It is important that you attend. If you cannot go, ask the other person if they will agree to

another time. If they agree and you both write to the Tribunal, the date may be changed. If they do not agree, you should write to the Tribunal as far in advance of the hearing date as possible to explain why you cannot attend. Sometimes the date or time can still be changed. If not, the hearing will be held in your absence.

Interpreters

Friends or relatives are not allowed to interpret for you at the hearing, although they are welcome to come with you.

If you would like an interpreter, it is preferable for you to write to the Tribunal at the time of making the application or include a request for an interpreter in the application. The staff will arrange for an interpreter free of charge.

What happens at Tribunal hearings?

Tribunal hearings take place in country Victoria as well as the city and suburbs. The hearings are informal and usually open to the public. A resident can ask the local tenancy advice service to help them prepare for the hearing.

The Tribunal Member, who is a lawyer, will hear and consider all the evidence on both sides. This will include any witnesses, photographs and other documents you bring with you. It is important to be as well prepared as possible.

Usually the only cost involved in the hearing is the application fee. However the Tribunal may order one side to pay the other side's costs in certain circumstances.

The Tribunal's decisions are usually made on the day of the hearing. They must be obeyed by the caravan park owner, caravan owner and the resident. If anyone does not obey an order of the Tribunal or misbehaves at a hearing they may be fined or imprisoned.

What if you miss the hearing?

If you miss the hearing and there is a good reason, telephone the Tribunal urgently for advice about applying for another hearing.



A central bond management system came into force on 1 July 1998, changing the way caravan park owners and/or caravan owners handle residents' bond money. Under the *Residential Tenancies Act 1997*, the Residential Tenancies Bond Authority is responsible for receiving, registering and refunding all bond money. It is administered by the Office of Fair Trading and Business Affairs. As a caravan park owner and/or caravan owner or resident, you should ensure you are familiar with the new system so that you all comply with the Act.

Tips for caravan park owners and/or caravan owners

At the start of the residency

- Complete and sign the bond lodgment form and give the resident their copy
- Forward bond money and the Bond Authority's copy of the lodgment form to the Authority
- Ensure you receive the Bond Authority receipt

At the end of the residency

- Reach agreement with the resident on any division of the bond money
- Complete and sign the bond claim form
- Ensure the completed bond claim form is sent to the Residential Tenancies Bond Authority

Why has the system been changed?

The creation of a central bond authority is aimed at addressing key concerns about the handling of residents'

bonds. Among other things, the centralised system will provide administrative efficiencies that have already been demonstrated in other States.

Who receives the bond payments?

As you have done in the past, you still receive the resident's bond. However, you and the resident must complete and sign a bond lodgment form. This comes in triplicate with a copy for you, the resident, and the Bond Authority. Details must be completed carefully as this information is used to open the account with the Bond Authority and ensure the smooth repayment of the bond at the end of the residency. If the bond is provided by the Office of Housing, this must be indicated on the form.

How can I forward the money to the Bond Authority?

There are several ways you can forward payments to the Bond Authority. You must ensure you also forward the Bond Authority's copy of the bond lodgment form with each bond payment.

- *Cheques and money orders:* These should be made out to the Residential Tenancies Bond Authority and may be forwarded direct to the Bond Authority.
- *Cash:* If you receive a bond in cash, you must pay the money into a bank account and forward payment (cheque or money order) to the Bond Authority.

Are there any deadlines?

Yes: You must forward the bond lodgment form to the Bond Authority within five (5) business days of receiving the bond. Failure to do so can incur a \$1,000 fine. Within seven (7) days of the Bond Authority receiving the bond, you should receive a receipt from the Authority containing the registered bond number. If you do not, you should report the matter to the Office of Fair Trading and Business Affairs on **[insert contact details]**.

When the Office of Housing pays the bond, a receipt will also be forwarded to that office.

What happens with bonds paid before 1 July 1998?

You are required to transfer existing bond money to the Bond Authority by 31 December 1998. You and the resident must complete and sign a bond lodgment form and forward to the Bond Authority its copy of the form and the bond payment. For information about the transfer process, call the Office of Fair Trading and Business Affairs on **[insert telephone numbers]**

What happens if the payment is dishonoured?

If the bond payment to the Bond Authority is dishonoured, the bond cannot be registered. The Bond Authority will notify you by post the same day it is advised of the dishonoured payment. You can then organise to either collect the money and re-lodge the bond, or serve the resident with a notice to vacate for non-payment of the bond.

What do I do if the resident changes?

If the identity of the resident changes, you, the outgoing and the new resident must all complete and sign a transfer form to change ownership of the bond and forward it to the Bond Authority within five (5) business days of the transfer taking effect. When the identity of the caravan park owner and/or caravan owner changes, the resident does not need to sign the transfer form but must receive a copy. The Bond Authority can only pay out the money to the registered bond holder.

What does the Bond Authority do with the bond money?

Under the *Residential Tenancies Act 1997*, the Bond Authority invests the bond money and pays the income to the Residential Tenancies Fund, which is used to pay for the administration of the Act, including Tribunal functions.

How is the bond reclaimed?

At the end of the residency, you and your resident must complete and sign a bond claim form. You and your resident may agree to the division of the money to be paid

- for example, if there is still rent outstanding or property damage which needs to be repaired. The agreed division should be set out in the bond claim form, which is forwarded to the Bond Authority. (This does not apply to bonds provided by the Office of Housing, which must go through the Victorian Civil and Administrative Tribunal (VCAT) process if there is any claim on the bond.) The Bond Authority will pay directly into the nominated bank account/s overnight.

What happens if the resident and I do not agree?

It is best if you and your resident first try to resolve any problems yourselves. Remember, legal action can be costly, time-consuming and distressing to both sides. Often it is simply a case of being prepared to compromise to reach an agreement.

And if we cannot resolve things ourselves?

If you cannot resolve the dispute yourselves, you can apply without further notice directly to VCAT, the umbrella organisation created by the amalgamation of various government tribunals and authorities. VCAT's Residential Tenancies List carries out the functions of the former Residential Tenancies Tribunal.

What happens when the property is abandoned and rent is owing?

If the resident's whereabouts are unknown and rent is owing, you have 14 days to apply to the Tribunal Registrar for an order directing the Bond Authority to repay the bond to cover the rent. The application must be in the prescribed manner and must be verified by an affidavit, which means you may not have to attend the hearing. The Tribunal Registrar can make a determination to distribute the bond money or refer the matter to the Tribunal. You then lodge the determination with the Bond Authority and the money is paid out overnight. For information about this procedure, call VCAT on **[insert telephone numbers]**

Tips for residents***At the start of the residency***

- Pay the bond to your caravan park owner and/or caravan owner
- Complete and sign the bond lodgment form (your interim receipt)
- Ensure you receive the Bond Authority receipt which allows you to reclaim your bond

At the end of the residency

- Complete and sign the bond claim form, stating any agreed division of the bond money
- Ensure the completed bond claim form is sent to the Residential Tenancies Bond Authority
- Check the money has been credited to your account by the Bond Authority

Why has the system been changed?

The creation of a central bond authority is aimed at addressing key concerns about the handling of residents' bonds. Among other things, the centralised system will provide an independent, neutral system for holding the bond money.

How does this affect me?

For residents, the process of renting does not change, except when you pay the bond. As in the past, you hand the bond over to your caravan park owner and/or caravan owner. However, they must forward that money to the Bond Authority for the duration of the residency.

When you pay your bond, you and the caravan park owner and/or caravan owner must complete and sign a bond lodgment form. This comes in triplicate, with a copy for you, the caravan park owner and/or caravan owner, and the Bond Authority. Your copy is an interim receipt for the money you have paid. If the bond is an Office of Housing loan, this must be indicated on the form. You should receive a receipt from the Bond Authority within 14 days. If you do not, you should report the matter to the Office of Fair Trading and Business Affairs on **[insert telephone numbers]**

Does the way I pay my bond change?

No - you pay exactly as you have done in the past. It is the caravan park owner and/or caravan owner's responsibility to forward payments to the Bond Authority. If the payment is dishonoured for some reason, the Bond Authority will notify the caravan park owner and/or caravan owner. They can then serve you with a notice to vacate for non-payment of the bond, or take action to collect the money and re-lodge the bond.

What happens with bonds paid before 1 July 1998?

Caravan park owners and/or caravan owners are required to transfer existing bond money to the Bond Authority by 31 December 1998. To do this, they will need you to fill out and sign a bond lodgment form, which they will forward with your bond money to the Bond Authority. If you have not received a receipt from the Bond Authority by the end of the transition period, you should contact the Office of Fair Trading and Business Affairs on **[insert telephone numbers]**

What does the Residential Tenancies Bond Authority do with the bond money?

Under the *Residential Tenancies Act 1997*, the Bond Authority invests the bond money and pays the income to the Residential Tenancies Fund, which is used to pay for administration of the Act, including Tribunal functions.

What do I do if the caravan park owner and/or caravan owner or residents change?

If the identity of the resident changes, both new and the outgoing residents and the caravan park owner and/or caravan owner must complete and sign a transfer form to change ownership of the bond. This must be forwarded to the Bond Authority within five (5) business days of the transfer taking effect. If the caravan park owner and/or caravan owner changes, they must complete the transfer form and send it to the Authority. The resident does not have to sign the form but must be given a copy. The Bond Authority can only payout the money to the registered bond holder.

How do I reclaim my bond?

At the end of your residency, you and the caravan park owner and/or caravan owner must complete and sign a bond claim form. You and the caravan park owner and/or caravan owner may agree to the division of the money to be paid - for example, if there is still rent outstanding or property damage which needs to be repaired. The agreed division should be set out in the bond claim form, which must be forwarded to the Bond Authority. (This does not apply to bonds provided by the Office of Housing, which must go through the YCAT process if there is any claim on the bond.) The Bond Authority will pay directly into the nominated bank accounts overnight.

What happens if I do not agree with my caravan park owner and/or caravan owner about the bond?

It is best if you and the caravan park owner and/or caravan owner first try to resolve any problems yourselves. Remember, legal action can be costly, time-consuming and distressing to both sides. Often it is simply a case of being prepared to compromise to reach an agreement.

And if we cannot resolve things ourselves?

If you cannot resolve the dispute yourselves, you can apply without further notice directly to YCAT, the umbrella organisation created by the amalgamation of various government tribunals and authorities. YCAT's Residential Tenancies List carries out the functions of the former Residential Tenancies Tribunal.

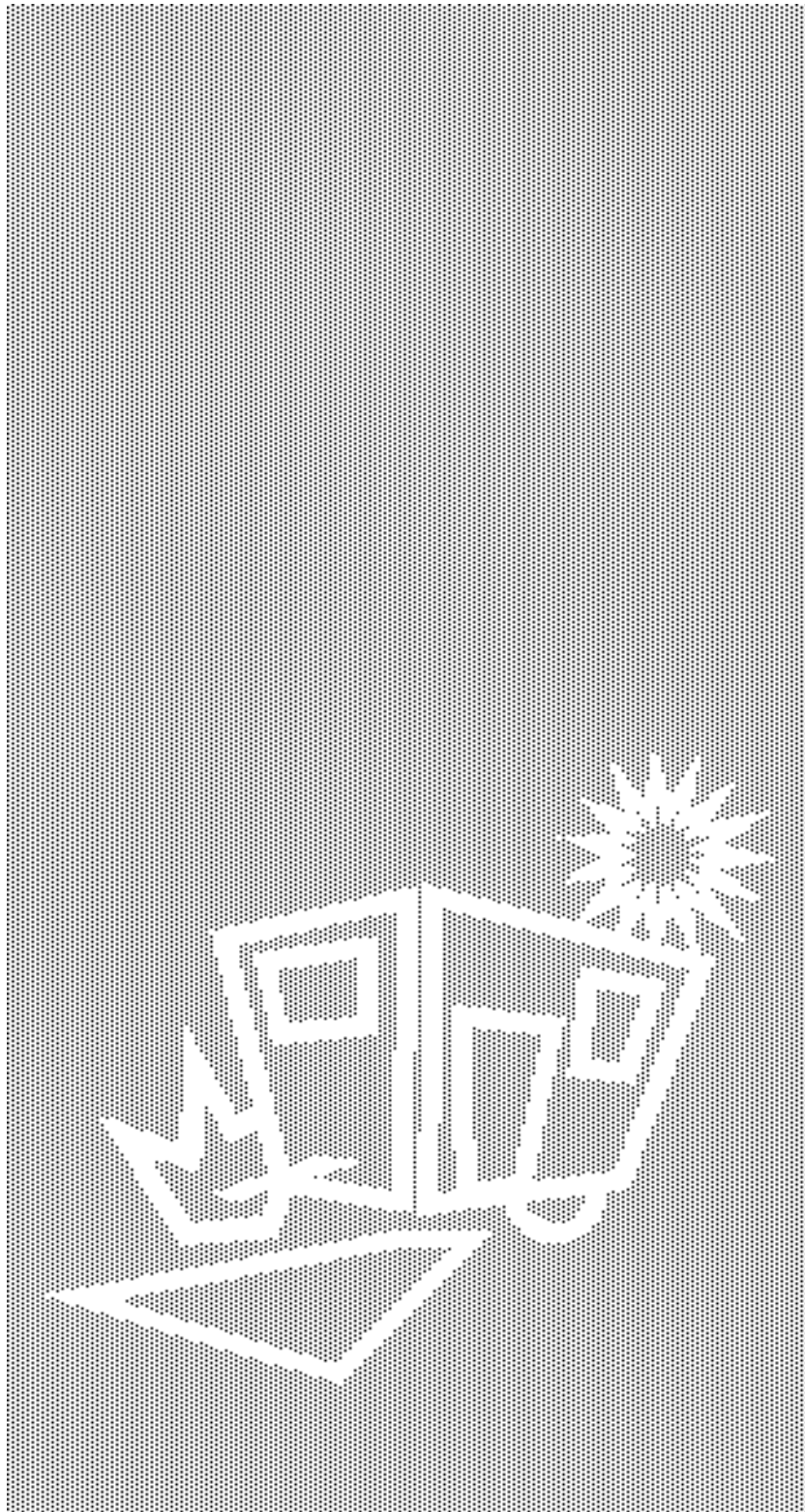
Further information

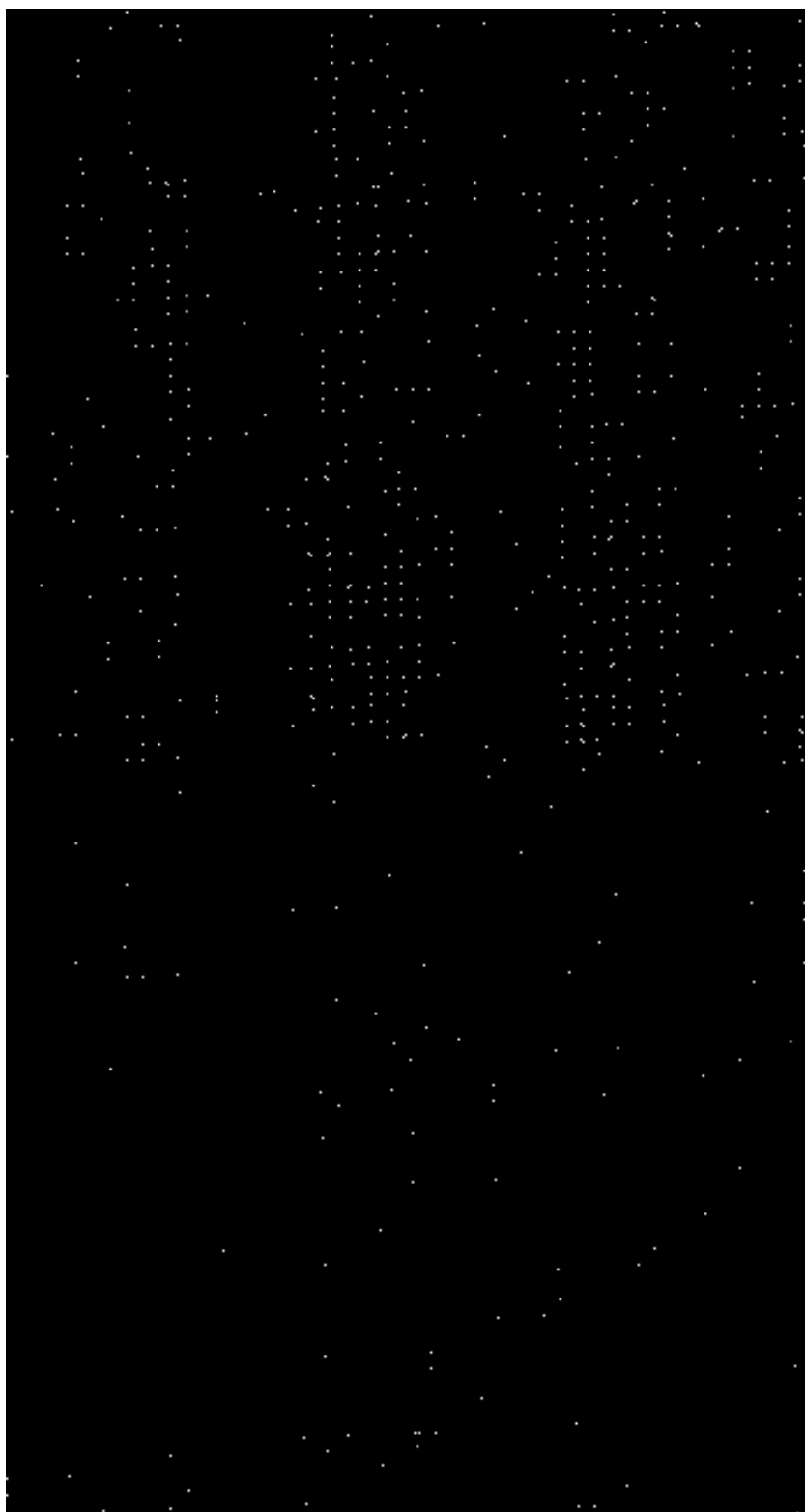
If you need further information, contact the Office of Fair Trading and Business Affairs on

[insert contact details]

Bond lodgment and claim forms are also available from the Office. You can contact YCAT on

[insert contact details]





Local Government Act 1989

CITY OF MONASH

Proposed Local Law

Local Law No. 1 Meeting Procedures

Notice is given that the City of Monash proposes to make Local Law No. 1 Meeting Procedures.

The purpose of the proposed local law is to revoke an existing local law of the same name, and to provide for the orderly, fair and effective conduct of meetings of Council and Council committees and the election of the Mayor and chairpersons of special committees.

The general purport of the proposed local law is as follows:-

Existing local law

On its commencement the proposed local law will revoke and replace the existing City of Monash Local Law No. 1 Meeting Procedures.

Election of Mayor and chairpersons

The proposed local law will make provisions for the election of the Mayor and the chairpersons of special committees of the Council.

Council and committee meetings

The quorum for Council meetings is proposed to be a majority of the number of Councillors capable of being elected to Council. The proposed local law will also provide for the quorum for committees, the business which can be considered at Council and special committee meetings and the distribution of agendas. There is to be a 10.00 p.m. finish time for Council meetings unless the Councillors present decide otherwise.

Arrangements of business at meetings

There is to be a usual order of business of Council and committee meetings to apply unless the meeting otherwise resolves. Provisions in the proposed local law will regulate in some detail the conduct of particular items of business, including confirmation of minutes, correspondence and petitions, public question time (providing ratepayers or residents with the opportunity to submit questions to Council), personal explanations and notices of motion. Provision is to be made in relation to making and recording declarations of interest.

Decision-making at meetings

Detailed provision is to be made about motions, including their form and the procedure for moving motions and amendments. There is to be a time limit for speakers to motions and restrictions will apply in relation to

participation in debate by Councillors. The Chairperson will be able to address the meeting. Provision will be made for points of order, disagreement with the Chairperson's ruling, adjournment of debate and the conduct of voting, including divisions. Councillors and special committee members will be able, as of right, to demand the production of relevant documents.

There is to be provision about notices of motion for the revocation or alteration of previous resolutions. Except as provided in the local law, the conduct of meetings is to be at the discretion of Council or the special committee.

Offences

A number of offences will be created, dealing with withdrawal of expressions, persisting with criticisms of members of Council staff, improper or disorderly behaviour and failure to leave when requested, failure to obey a chairperson's direction in relation to the conduct of a meeting and the maintenance of order, and acting contrary to a provision of the local law for which a penalty is not otherwise specified. The Chairperson is to be authorised to ask an authorised officer or member of the police force to remove from the Chamber a person (other than a Councillor or special committee member) who has committed an offence against this local law.

A copy of the proposed local law may be inspected at the Civic Centre, 293 Springvale Road, Glen Waverley between the hours of 8.15 a.m. and 5.00 p.m. Monday to Friday.

Any person may make a written submission relating to the proposed local law. Submissions received by Council within 14 days of the publication of this notice will be considered in accordance with section 223 of the **Local Government Act 1989**. Any person requesting to be heard in support of their submission is entitled to appear before a meeting of a Committee appointed by Council either personally or by a person acting on their behalf, at 7.30 p.m. Tuesday 23 June 1998 at the Civic Centre, 293 Springvale Road, Glen Waverley.

Submissions may be forwarded to the Chief Executive Officer at the Civic Centre, 293 Springvale Road, Glen Waverley.

Enquiries should be directed to Nick Adrianis, telephone 9518 3517.

DAVID CONRAN
Chief Executive Officer

Crown Land (Reserves) Act 1978

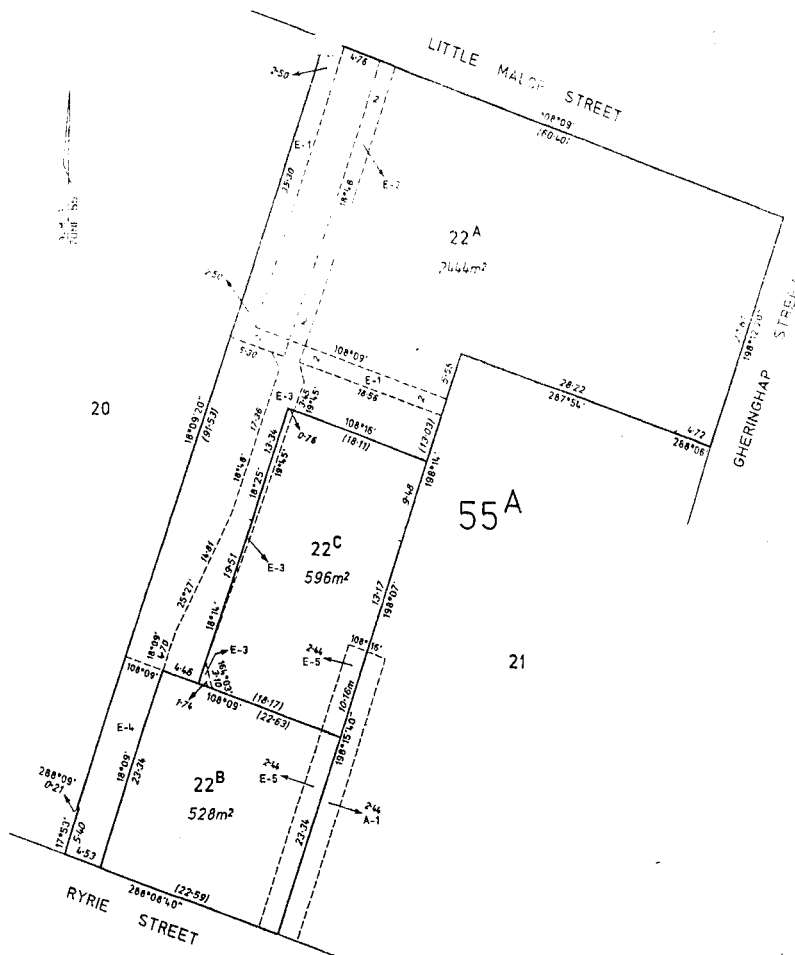
ORDER GIVING APPROVAL TO GRANT OF LEASE UNDER SECTIONS 17D AND 17DA OF THE CROWN LAND (RESERVES) ACT 1978

I, Marie Tehan, Minister for Conservation and Land Management, being satisfied that:-

- (i) there are special reasons which make granting of a lease reasonable and appropriate in the particular circumstances; and
- (ii) to do this will not be substantially detrimental to the use and enjoyment of any adjacent land reserved under that Act -

by this Order approve the granting of a lease for the purpose of office accommodation, for a term of one (1) year, by the Historic Buildings Management Committee to the International Fibre Centre over the Geelong Telegraph Station Reserve, being Crown Allotment 22B, Section 55A, City of Geelong, Parish of Corio temporarily reserved as a site for Conservation of a Historic Building by Order in Council dated 31 October 1995 (published in the Government Gazette on 2 November 1995, pp 3077).

0704823



Dated 20 May 1998

THE HON. MARIE TEHAN, MP
Minister for Conservation and
Land Management

Transport Act 1983
TOW TRUCK DIRECTORATE OF
VICTORIA

Tow Truck Applications

Notice is hereby given that the following application will be considered by the Licensing Authority after 15 July 1998.

Notice of any objection to the granting of an application should be forwarded to reach the Director, Tow Truck Directorate of Victoria, Level 6, 14-20 Blackwood Street, North Melbourne (P.O. Box 666, North Melbourne 3051) not later than 9 July 1998.

It will not be necessary for interested parties to appear on the date specified, unless advised in writing.

Exceptional Systems Pty Ltd. Application for variation of conditions of tow truck licence numbers TOW411 and TOW412 which authorise the licensed vehicles to be managed, controlled and operated from a depot situated at 1-15 Albert Street, Sebastopol to change the depot address to 317 Skipton Street, Sebastopol.

Note: This licence is under consideration for transfer to Accident Recovery Pty Ltd.

Dated 11 June 1998

TERRY O'KEEFE
Director

Planning and Environment Act 1987
COLAC OTWAY PLANNING SCHEME
Notice of Approval of Amendment
Amendment L12

The Minister for Planning and Local Government has approved Amendment L12 to the Colac Otway Planning Scheme.

The Amendment comes into operation on the date this notice is published in the Government Gazette.

The Amendment changes the provisions in the Future Urban Zone by the removal of the area and dimension requirements that apply to remaining land left following an excision in the Future Urban Zone.

A copy of the Amendment can be inspected, free of charge, during office hours, at the Department of Infrastructure, Customer Service

Centre, Upper Plaza, Nauru House, 80 Collins Street, Melbourne and at the offices of the Colac Otway Shire, 2-6 Rae Street, Colac.

ADRIAN SALMON
Co-ordinator, Amendment Services
Local Government, Planning and
Market Information Services Division
Department of Infrastructure

Planning and Environment Act 1987
GREATER GEELONG PLANNING
SCHEME

Notice of Approval of Amendment
Amendment R220

The Minister for Planning and Local Government has approved Amendment R220 to the Greater Geelong Planning Scheme.

The Amendment comes into operation on the date this notice is published in the Government Gazette.

The Amendment rezones 16 hectares of land on the north side of McIntyre Road, Lara from 'Rural General Farming' Zone to 'Rural Residential' Zone.

A copy of the Amendment can be inspected, free of charge, during office hours, at the Department of Infrastructure, Customer Service Centre, Upper Plaza, Nauru House, 80 Collins Street, Melbourne and at the offices of the Greater Geelong City Council, 2nd Floor, 103 Corio Street, Geelong.

ADRIAN SALMON
Co-ordinator, Amendment Services
Local Government, Planning and
Market Information Services Division
Department of Infrastructure

Planning and Environment Act 1987
MONASH PLANNING SCHEME
Notice of Approval of Amendment

Amendment L34

The Minister for Planning and Local Government has approved Amendment L34 to the Monash Planning Scheme.

The Amendment comes into operation on the date this notice is published in the Government Gazette.

The Amendment rezones land known as 21-25 Browns Road, Clayton from Light Industrial Zone to Urban Residential 2 Zone and includes

the subject land in a Contaminated Land Overlay.

A copy of the Amendment can be inspected, free of charge, during office hours, at the Department of Infrastructure, Customer Service Centre, Upper Plaza, Nauru House, 80 Collins Street, Melbourne and at the offices of the City of Monash, 293 Springvale Road, Glen Waverley.

ADRIAN SALMON
Co-ordinator, Amendment Services
Local Government, Planning and
Market Information Services Division
Department of Infrastructure

Planning and Environment Act 1987
STAWELL (SHIRE) PLANNING SCHEME
Notice of Approval of Amendment
Amendment L24

The Minister for Planning and Local Government has approved Amendment L24 to the Stawell (Shire) Planning Scheme.

The Amendment comes into operation on the date this notice is published in the Government Gazette.

The Amendment introduces a site specific amendment to the Rural Conservation zone in the scheme to allow application for a Planning Permit for a restaurant to be made on land known as Lot B LP302107 Parish of William, Grampians Road, Halls Gap.

A copy of the Amendment can be inspected, free of charge, during office hours, at the Department of Infrastructure, Customer Service Centre, Upper Plaza, Nauru House, 80 Collins Street, Melbourne and at the Northern Grampians Shire Council, Customer Service Centre, Gold Reef Mall, Stawell.

ADRIAN SALMON
Co-ordinator, Amendment Services
Local Government, Planning and
Market Information Services Division
Department of Infrastructure

Planning and Environment Act 1987
SURF COAST PLANNING SCHEME
Notice of Approval of Amendment
Amendment R44

The Minister for Planning and Local Government has approved Amendment R44 to the Regional Section of Book 1 of the Surf Coast Planning Scheme.

The Amendment comes into operation on the date this notice is published in the Government Gazette.

The Amendment

- rezones land located at the corner of Bambra and Boundary Roads, Aireys Inlet from 'Existing Public Purposes Reservation 2 - (Local Government)' to part 'Rural Natural Features Zone' with a 'Preservation Order Area Overlay' and part 'Existing Public Open Space Reservation F - (Flora and Fauna Reserve)'.
- rezones land located at Crown Allotment 43A Horseshoe Bend Road, Mt Duneed from 'Existing Public Open Space Reservation F - (Flora and Fauna Reserve)' to 'Rural General Farming Zone'.

A copy of the Amendment can be inspected, free of charge, during office hours, at the Department of Infrastructure, Customer Service Centre, Upper Plaza, Nauru House, 80 Collins Street, Melbourne and at the offices of the Surf Coast Shire Council, 25 Grossmans Road, Torquay.

ADRIAN SALMON
Co-ordinator, Amendment Services
Local Government, Planning and
Market Information Services Division
Department of Infrastructure

Planning and Environment Act 1987
WHITEHORSE PLANNING SCHEME
Notice of Approval of Amendment
Amendment L34

The Minister for Planning and Local Government has approved Amendment L34 to the Whitehorse Planning Scheme.

The Amendment comes into operation on the date this notice is published in the Government Gazette.

The Amendment affects land known as 77-79 Centre Road, Vermont. The Amendment removes the Potentially Contaminated Land Overlay from the site in response to the completion of a Statement of Environmental Audit.

A copy of the Amendment can be inspected, free of charge, during office hours, at the Department of Infrastructure, Customer Service

1490 G 23 11 June 1998

Victoria Government Gazette

Centre, Upper Plaza, Nauru House, 80 Collins Street, Melbourne and at the offices of the Whitehorse City Council, 379-397 Whitehorse Road, Nunawading.

ADRIAN SALMON
Co-ordinator, Amendment Services
Local Government, Planning and
Market Information Services Division
Department of Infrastructure

ORDERS IN COUNCIL**Health Services Act 1988****AN ORDER PURSUANT TO SECTIONS 11, 33 AND 34 OF THE HEALTH SERVICES ACT 1988 IN RELATION TO BENDIGO HEALTH CARE GROUP AND ITS BOARD OF MANAGEMENT**

The Governor in Council pursuant to all enabling powers and section 11, section 33 and section 34 of the **Health Services Act 1988** (the Act) and on the recommendation of the Minister for Health made after receiving advice from the Secretary to the Department of Human Services, by this Order:-

Declares under section 11 of the Act, that section 33(5)(a) of the Act does not have effect in relation to Bendigo Health Care Group until 31 October 1998 in respect of the three positions on its board of management held by Edward Vincent SPICER, Janice Faye SHERINGHAM and Malcolm Alan BISHOP until 30 June 1998,

to take effect from 1 July 1998; and

Re-appoints, under sections 33(3)(a)(ii), 33(7) and 34(1) of the Act the following persons to the board of management for the terms specified below:-

SPICER, Edward Vincent	until 31 October 1998
SHERINGHAM, Janice Faye	until 31 October 1998
BISHOP, Malcolm Alan	until 31 October 1998

to take effect from 1 July 1998; and

Specifies, under section 34(2)(b) of the Act, remuneration for Edward Vincent SPICER, Janice Faye SHERINGHAM and Malcolm Alan BISHOP as board members as follows:-

BOARD MEMBER	ANNUAL FEE FOR EACH BOARD MEMBER
SPICER, Edward Vincent	\$15,000.00 p.a.
SHERINGHAM, Janice Faye	\$9,000.00 p.a.
BISHOP, Malcolm Alan	\$9,000.00 p.a.

to take effect from 1 July 1998.

Dated 10 June 1998.

Responsible Minister:
ROB KNOWLES
Minister for Health

CON CHARA
Acting Clerk of the Executive Council

Taxation (Reciprocal Powers) Act 1987**ORDER UNDER SECTION 3(2)**

1. The Governor in Council, acting under section 3(2) of the **Taxation (Reciprocal Powers) Act 1987** ("the Act"), declares that:-

- (a) a law specified in column 2 of the Table opposite a State Taxation Act specified in column 1 of the Table is a corresponding law for the purposes of the act in relation to that State Taxation Act; and
- (b) an office specified in column 3 of the Table under a law specified in column 2 of the Table opposite that office is a corresponding office for the purposes of the Act in relation to the office of State Commissioner under the State Taxation Act specified in column 1 of the Table opposite that office.

TABLE

Column 1 State Taxation Act	Column 2 Corresponding Laws	Column 3 Corresponding Offices
Taxation Administration Act 1997	Taxation Administration Act 1997 (Tas)	Commissioner of Taxes

Dated 10 June 1998

Responsible Minister:
ALAN R. STOCKDALE
Treasurer

CON CHARA
Acting Clerk of the Executive Council

Land Act 1958

SALE OF CROWN LAND
BY PRIVATE TREATY

Order in Council

The Governor in Council pursuant to section 99A(1)(a) & 99A(2) of the **Land Act 1958**, approves the sale by private treaty of Crown Allotment 140D Parish of Jika Jika, located at the corner of Bell and Rodda Streets, Coburg.

Dated 10 June 1998

Responsible Minister:
ROGER M. HALLAM MLC
Minister for Finance

CON CHARA
Acting Clerk of the Executive Council

Local Government Act 1989

DIRECTION SPECIFYING THE DATE OF
THE BY-ELECTION FOR THE SOUTH
GIPPSLAND SHIRE COUNCIL

Order In Council

The Governor in Council under section 43(1)(ca) of the **Local Government Act 1989** directs that the by-election to fill an extraordinary vacancy for the South Gippsland Shire Council be held on 1 August 1998.

Dated 10 June 1998

Responsible Minister:
ROBERT MACLELLAN MLA
Minister for Planning and Local
Government

CON CHARA
Acting Clerk of the Executive Council

Cemeteries Act 1958

DISCONTINUANCE OF BURIALS

Pyalong Public Cemetery

The Governor in Council, acting under section 44 of the **Cemeteries Act 1958**, and on the recommendation of the Minister of Health, hereby orders the discontinuance of burials in Pyalong Public Cemetery to take effect three months after the date of publication of this Order in the Government Gazette.

Dated 10 June 1998

Responsible Minister:
ROB KNOWLES
Minister for Health

CON CHARA
Acting Clerk of the Executive Council

APPOINTMENTS

Cemeteries Act 1958

REVOCATION AND APPOINTMENT OF
CEMETERY TRUST

Swan Hill Public Cemetery

The Governor in Council, acting under section 27 of the **Interpretation of Legislation Act 1984**, and on the recommendation of the Minister for Health, hereby:-

- (a) revokes the appointment of the City of Swan Hill (subsequently amalgamated into the Swan Hill Rural City Council) and,
- (b) under section 4 of the **Cemeteries Act 1958** appoints:

Alan COOKE, Peter ELLIOTT, Harold HESLOP, William McCARTNEY, William SMITH

as trust members of the Swan Hill Public Cemetery for a period of 5 years, as from the date of publication in the Government Gazette.

Dated 10 June 1998.

Responsible Minister:
ROB KNOWLES
Minister for Health

CON CHARA
Acting Clerk of the Executive Council

LATE NOTICES

**Queen Victoria Medical Centre
(Guarantees) Act 1982**

Notice is hereby given pursuant to Section 6 of the **Queen Victoria Medical Centre (Guarantees) Act 1982** that I have executed guarantees pursuant to Section 3(1) of the said Act in favour of:

- the Australia and New Zealand Banking Group Limited guaranteeing the repayment of advances and financial accommodation not exceeding in total the sum of Twenty-Six million dollars (\$26,000,000) and any interest charges and cost incidental thereto to be made to South Eastern Medical Complex Limited.
- the Commonwealth Bank of Australia guaranteeing the repayment of advances and financial accommodation not exceeding in total the sum of Seventeen million five hundred thousand dollars (\$17,500,000) and any interest charges and cost incidental thereto to be made to South Eastern Medical Complex Limited.

These guarantees were issued for the purpose of refinancing existing borrowings.

Dated 6 June 1998

ALAN R. STOCKDALE
Treasurer

Local Government Act 1989

BALLARAT CITY COUNCIL

Discontinuance of Road
Section 206 and Clause 3, Schedule 10

Notice is hereby given that the Ballarat City Council has discontinued the unused, unmade road shown as road on PS111756 being more particularly an area of approximately 10.18 metres in width and 97.97 metres in length immediately adjacent to the western side of Old Creswick Road, Ballarat commencing approximately 171.23 metres north of Coronet Street, Ballarat.

JANET DORE
Chief Executive Officer

**SUBORDINATE LEGISLATION ACT 1994
NOTICE OF MAKING OF STATUTORY
RULES**

Notice is hereby given under Section 17 (2) of the **Subordinate Legislation Act 1994** of the making of the following Statutory Rules:

61. *Statutory Rule:* Subordinate Legislation (State Electricity Commission (Cathodic Protection) Regulations 1988 - Extension of Operation) Regulations 1998

Authorising Act: Subordinate Legislation Act 1994

Date of making: 10 June 1998

62. *Statutory Rule:* Physiotherapists (Qualifications) Regulations 1998

Authorising Act: Physiotherapists Act 1978

Date of making: 10 June 1998

**SUBORDINATE LEGISLATION ACT 1994
NOTICE THAT STATUTORY RULES ARE
OBTAINABLE**

Notice is hereby given under Section 17 (3) of the **Subordinate Legislation Act 1994** that the following Statutory Rules were first obtainable from Information Victoria, 356 Collins Street, Melbourne on the date specified:

60. *Statutory Rule:* Supreme Court (Chapter II Amendment No. 15) Rules 1998

Authorising Act: Supreme Court Act 1986

Date first obtainable: 9 June 1998

Code B

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