

Authorised Version No. 010
Residential Tenancies Regulations 2008

S.R. No. 55/2008

Authorised Version incorporating amendments as at
21 August 2013

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1 Objectives

The objectives of these Regulations are—

- (a) to exempt the Director of Housing and its agents from the requirements of the **Residential Tenancies Act 1997** relating to receipts for rents; and
- (b) to prescribe forms, infringement penalties and other matters required or authorised to be prescribed for the purposes of the **Residential Tenancies Act 1997**.

2 Authorising provisions

The Regulations are made under section 511 of the **Residential Tenancies Act 1997**.

3 Commencement

These Regulations come into operation on 28 June 2008.

4 Revocation

The following Regulations are **revoked**—

- (a) the Residential Tenancies Regulations 1998¹;
- (b) the Residential Tenancies (Amendment) Regulations 2003²;
- (c) the Residential Tenancies (Amendment) Regulations 2004³;
- (d) the Residential Tenancies (Amendment) Regulations 2005⁴;

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- (e) the Residential Tenancies (Infringement Penalties) Regulations 2006⁵;
- (f) the Residential Tenancies (Amendment) Regulations 2007⁶.

5 Definitions

In these Regulations *the Act* means the **Residential Tenancies Act 1997**.

Reg. 5A
inserted by
S.R. No.
12/2009 reg. 4.

5A Prescribed tenancy agreements

For the purposes of section 14(2) of the Act, a tenancy agreement is a prescribed agreement if—

- (a) the landlord is the Director of Housing; and
- (b) the tenancy agreement arises because the tenant was directly affected by the bushfires that occurred in Victoria in January 2009 or February 2009.

Reg. 5AB
inserted by
S.R. No.
77/2010 reg. 4.

5AB Formal affiliation criteria

For the purposes of section 21(3) of the Act, the prescribed criteria that a school or institution must consider before entering a written agreement referred to in section 21(2) of the Act are listed in Schedule 1A.

6 Exemption under section 43(4)

The Director of Housing or an agent of the Director of Housing is exempt from the requirements of sections 43(1), 43(2) and 43(3) of the Act subject to the condition that a receipt for payment of rent under a tenancy agreement must—

- (a) be in writing; and
- (b) state—
 - (i) particulars sufficient to identify the tenant and the rented premises; and

- (ii) the date of receipt; and
- (iii) the amount paid; and
- (iv) the fact that the payment is for rent.

7 Form of residential tenancy agreement

For the purposes of section 26(1) of the Act, the prescribed standard form of tenancy agreement is Form 1 in Schedule 1.

7A Prescribed amount—urgent repairs by tenant

For the purposes of section 72(2)(b) of the Act, the prescribed amount is \$1800.

Reg. 7A
inserted by
S.R. No.
83/2011 reg. 5.

7B Prescribed amount—application by tenant to Tribunal for urgent repairs

For the purposes of section 73(1)(b) of the Act, the prescribed amount is \$1800.

Reg. 7B
inserted by
S.R. No.
83/2011 reg. 5.

7C Prescribed amount—urgent repairs by resident

For the purposes of section 129(2)(b) of the Act, the prescribed amount is \$1800.

Reg. 7C
inserted by
S.R. No.
83/2011 reg. 5.

7D Prescribed amount—application by resident to Tribunal for urgent repairs

For the purposes of section 130(1)(b) of the Act, the prescribed amount is \$1800.

Reg. 7D
inserted by
S.R. No.
83/2011 reg. 5.

8 Form of notice to prospective caravan park residents

For the purposes of section 145 of the Act, the prescribed form of notice to prospective caravan park residents is Form 2 in Schedule 1.

8A Prescribed amount—urgent repairs to caravans

For the purposes of section 188(2)(b) of the Act, the prescribed amount is \$1800.

Reg. 8A
inserted by
S.R. No.
83/2011 reg. 6.

r. 8B

Reg. 8B
inserted by
S.R. No.
83/2011 reg. 6.

8B Prescribed amount—application to the Tribunal for urgent repairs to caravans

For the purposes of section 189(1)(b) of the Act, the prescribed amount is \$1800.

Reg. 8C
inserted by
S.R. No.
83/2011 reg. 7.

8C Form of notice of cooling off period under section 206I(2)—site tenants

For the purposes of section 206I(2) of the Act, the prescribed form of notice of the cooling off period for a site tenant is Form 2A in Schedule 1.

9 Form of notice to vacate to a tenant of rented premises

(1) For the purposes of section 319(a) of the Act, the prescribed form of notice to vacate to a tenant of rented premises is Form 3 in Schedule 1.

(2) For the purposes of section 319(a) and 319A of the Act, the prescribed form of composite notice to vacate to a tenant of rented premises for 2 reasons is Form 4 in Schedule 1.

10 Form of notice to vacate to a resident of a rooming house

(1) For the purposes of section 319(a) of the Act, the prescribed form of notice to vacate to a resident from a rooming house is Form 5 in Schedule 1.

(2) For the purposes of section 319(a) and 319A of the Act, the prescribed form of composite notice to vacate to a resident of a rooming house for 2 reasons is Form 6 in Schedule 1.

11 Form of notice to vacate to a resident of a caravan park

For the purposes of section 319(a) of the Act, the prescribed form of notice to vacate to a resident from a caravan park is Form 7 in Schedule 1.

11A Form of notice to vacate under section 319(a)—site tenants

For the purposes of section 319(a) of the Act, the prescribed form of notice to vacate for a site tenant is Form 7A in Schedule 1.

Reg. 11A
inserted by
S.R. No.
83/2011 reg. 8.

12 Form of tenant's notice of objection under section 336(3)(b) or section 337(4)(a) to the use of the alternative procedure for possession

For the purposes of sections 336(3)(b), 337(4)(a) and 338(1) of the Act, the prescribed form of the tenant's notice of objection is Form 8 in Schedule 1.

13 Form of tenant's statement of rights under section 336(3)(c)—alternative procedure for possession where there are at least 14 days rent arrears

For the purposes of section 336(3)(c) of the Act, the prescribed form of the statement of tenant's rights is Form 9 in Schedule 1.

14 Form of tenant's statement of rights under section 337(4)(b)—alternative procedure for possession at the end of a fixed term tenancy

For the purposes of section 337(4)(b) of the Act, the prescribed statement of tenant's rights is Form 10 in Schedule 1.

15 Form of notice under section 361—disposal of personal documents in a caravan

For the purposes of section 361 of the Act, the prescribed form of notice is Form 11 in Schedule 1.

16 Form of notice to leave—violence on managed premises

For the purposes of section 368(3) of the Act, the prescribed form of notice to leave is Form 12 in Schedule 1.

17 Form of notice—goods left behind (forwarding address known)

For the purposes of section 386(2)(a) of the Act, the prescribed form of notice is Form 13 in Schedule 1.

18 Form of notice—goods left behind (forwarding address unknown)

For the purposes of section 386(2)(b) of the Act, the prescribed form of notice is Form 14 in Schedule 1.

19 Form of notice—sale of goods by public auction

For the purposes of section 392 of the Act, the prescribed form of notice is Form 15 in Schedule 1.

20 Form of notice of rent increase to a tenant of rented premises

For the purposes of section 44(1) of the Act, the prescribed form of notice of a proposed rent increase is Form 16 in Schedule 1.

21 Form of notice of rent increase to a resident of a rooming house

For the purposes of section 101(1) of the Act, the prescribed form of notice of a proposed rent increase is Form 17 in Schedule 1.

22 Form of notice of rent increase or hiring charge increase to a resident of a caravan park

For the purposes of sections 152(1) and 152(2) of the Act, the prescribed form of notice of a proposed rent increase or hiring charge increase is Form 18 in Schedule 1.

22A Form of notice of rent increase under section 206V(1)—site tenants

For the purposes of section 206V(1) of the Act, the prescribed form of notice of a rent increase for a site tenant is Form 18A in Schedule 1.

Reg. 22A
inserted by
S.R. No.
83/2011 reg. 9.

23 Prescribed information—bond lodgement form

For the purposes of section 405(1) of the Act, the prescribed information is—

- (a) the type of premises (separate house, terrace or semi-detached, flat or unit, rooming house, caravan or other type of premises, as the case may be);
- (b) the amount of bond;
- (c) the date the bond was received by the landlord, rooming house owner, caravan park owner or caravan owner or that person's agent;
- (d) the names of the tenants or residents who contributed to the bond;
- (e) the name and address of the landlord, rooming house owner, caravan park owner or caravan owner or that person's agent;
- (f) the street address of the rented premises, the rooming house and room number or the caravan park and site number;
- (g) whether the Director of Housing paid the bond;

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- (h) the date the tenancy starts;
- (i) the weekly rental amount;
- (j) the period or duration of the tenancy;
- (k) the number of bedrooms in the tenanted premises;
- (l) the type of tenancy involved (fixed or periodical).

24 Prescribed information—Authority's receipt for bond

For the purposes of section 407(1) of the Act, the prescribed information is—

- (a) the type of tenure (rented premises, rooming house or caravan park);
- (b) the amount of bond;
- (c) the date the bond was received by the Authority;
- (d) the names of the tenants or residents who contributed to the bond;
- (e) the address of the rented premises, the rooming house and room number or the caravan park and site number;
- (f) the name and address of the landlord, rooming house owner, caravan park owner or caravan owner;
- (g) the bond number assigned to the bond by the Authority.

24A Prescribed information—Bond substitution form and Authority's receipt for substituted bond

- (1) For the purposes of section 410B(2)(a) of the Act, the prescribed information is—
 - (a) the amount of bond held by the Authority;

Reg. 24A
inserted by
S.R. No.
49/2013 reg. 4.

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- (b) the amount of the bond substituted by the Director of Housing;
 - (c) the names of the tenants or residents who contributed to the bond;
 - (d) the address of the rented premises, the rooming house and room number or the caravan park and site number.
- (2) For the purposes of section 410B(4)(c) of the Act, the prescribed information is—
- (a) the type of tenure (rented premises, rooming house or caravan park);
 - (b) the amount of bond held by the Authority;
 - (c) the names of the tenants or residents who contributed to the bond;
 - (d) the address of the rented premises, the rooming house and room number or the caravan park and site number;
 - (e) the name and address of the landlord, rooming house owner, caravan park owner or caravan owner;
 - (f) the bond number assigned to the bond by the Authority.

25 Prescribed information—assignment or transfer by landlord

For the purposes of section 424(2)(a) of the Act, the prescribed information is—

- (a) the bond number assigned to the bond by the Authority;
- (b) the amount of bond;
- (c) the names of the tenants;
- (d) the address of the rented premises;
- (e) the name and address of the former landlord;

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- (f) the name and address of the new landlord;
- (g) the effective date of the assignment or transfer.

26 Prescribed information—assignment or transfer by tenant

For the purposes of section 425(2)(a) of the Act, the prescribed information is—

- (a) the bond number assigned to the bond by the Authority;
- (b) the amount of bond;
- (c) the name and address of the landlord;
- (d) the address of the rented premises;
- (e) the names of the former tenants;
- (f) the names of the new tenants;
- (g) the effective date of the assignment or transfer.

Reg. 26A
inserted by
S.R. No.
77/2010 reg. 5.

26A Form of notice of affiliation

For the purposes of section 505B of the Act, the prescribed form of notice is Form 19 in Schedule 1.

Reg. 26B
inserted by
S.R. No.
77/2010 reg. 5.

26B Manner of endorsement of notice of affiliation

For the purposes of section 505B(a) of the Act, the prescribed manner of endorsement of the notice by a school or institution (as the case may be) is that the seal or other official endorsement of the school or institution, which is approved by the school council or governing body of the school or institution, is affixed to the notice.

Reg. 27
substituted by
S.R. No.
164/2011
reg. 5.

27 Infringement offences and infringement penalties

- (1) For the purposes of section 510C(1) of the Act, an offence specified in column 2 of Schedule 2 is prescribed as an infringement offence.

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- (2) For the purposes of section 510C(2) of the Act, the prescribed infringement penalty for an infringement offence is the amount specified in column 3 of Schedule 2 in respect of that infringement offence.
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SCHEDULES

SCHEDULE 1

FORMS

FORM 1

Residential Tenancies Act 1997
(Section 26(1))

RESIDENTIAL TENANCIES REGULATIONS 2008
(Regulation 7)

RESIDENTIAL TENANCY AGREEMENT

THIS agreement is made on the _____ day of _____
at _____
BETWEEN _____ (LANDLORD)
(Name, ACN (if landlord is a company) and address)
(*whose agent is _____) *strike out if not applicable
(Name, ACN (if agent is a company), business address and telephone
number)
AND _____ (TENANT)
(Name, ACN (if tenant is a company) and address)

1. **PREMISES**

The landlord lets the premises known as _____
(*together with those items indicated in the schedule) *strike out if not
applicable

2. **RENT**

The rent amount is.....
The date the first rent payment is due is.....
Pay period
weekly
fortnightly
monthly (*insert the date of each month when the rent is due*)
Place of payment.

3. **BOND**

The tenant must pay a bond of \$ _____ to the Landlord/agent
on _____ (date).

In accordance with the **Residential Tenancies Act 1997**, the landlord must lodge the bond with the Residential Tenancies Bond Authority within 10 business days after receiving the bond.

If there is more than one tenant and they do not contribute equally to the total bond, the amounts they each contribute are listed here:

NAME	AMOUNT
------	--------

If the tenant does not receive a bond receipt from the Residential Tenancies Bond Authority within 15 business days of paying a bond, the tenant should contact the Residential Tenancies Bond Authority.

4. **PERIOD**

- (a) The period of the agreement is _____ commencing on
the day of _____ and ending
on the day of _____.

Unless the agreement terminates in accordance with the **Residential Tenancies Act 1997**, the agreement will continue as a periodic tenancy.

OR

- (b) The agreement will commence from the _____ day of _____
and continue until terminated in accordance with the **Residential Tenancies Act 1997**.

5. **CONDITION OF THE PREMISES**

The LANDLORD must—

- (a) ensure that the premises are maintained in good repair; and
(b) if the landlord owns or controls the common areas relating to those premises, take reasonable steps to ensure that the common areas are maintained in good repair.

6. **DAMAGE TO THE PREMISES**

- (a) The TENANT must ensure that care is taken to avoid damaging the rented premises.
(b) The TENANT must take reasonable care to avoid damaging the premises and any common areas.
(c) The TENANT who becomes aware of damage to the rented premises must give notice to the LANDLORD of any damage to the premises as soon practicable.

7. **CLEANLINESS OF THE PREMISES**

- (a) The LANDLORD must ensure that the premises are in a reasonably clean condition on the day on which it is agreed that the TENANT is to enter into occupation of the premises.
- (b) The TENANT must keep the premises in a reasonably clean condition during the period of agreement.

8. **USE OF PREMISES**

- (a) The TENANT must not use or allow the premises to be used for any illegal purpose.
- (b) The TENANT must not use or allow the premises to be used in such a manner as to cause a nuisance or cause an interference with the reasonable peace, comfort or privacy of any occupier of neighbouring premises.

9. **QUIET ENJOYMENT**

The LANDLORD must take all reasonable steps to ensure that the TENANT has quiet enjoyment of the premises.

10. **ASSIGNMENT OR SUB-LETTING**

- (a) The TENANT must not assign or sub-let the whole or any part of the premises without the written consent of the LANDLORD. The LANDLORD's consent must not be unreasonably withheld.
- (b) The LANDLORD must not demand or receive any fee or payment for the consent, except in respect of any fees, costs or charges incurred by the landlord in relation to the preparation of a written assignment of the agreement.

11. **RESIDENTIAL TENANCIES ACT 1997**

Each party must comply with the **Residential Tenancies Act 1997**.

(NOTE: Reference should be made to the **Residential Tenancies Act 1997** for further rights and duties.)

SCHEDULE OF ITEMS (See Clause 1)

ADDITIONAL TERMS

Additional terms which do not take away any of the rights and duties included in the **Residential Tenancies Act 1997** may be set out in this section.

Any additional terms must also comply with the Unfair Contract Terms under the **Fair Trading Act 1999**.

Contact Consumer Affairs Victoria on 1300 55 81 81 for further information.

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Signature of landlord

Signature of tenant

FORM 2

Residential Tenancies Act 1997
(Section 145)

RESIDENTIAL TENANCIES REGULATIONS 2008
(Regulation 8)

NOTICE TO PROSPECTIVE CARAVAN PARK RESIDENTS

BECOMING A RESIDENT AT THIS CARAVAN PARK

The **Residential Tenancies Act 1997** sets out the rights and duties of residents and caravan park owners in relation to each other and provides for settling disputes. A resident is defined in the **Residential Tenancies Act 1997**.

1. You may enter into a written agreement with the caravan park owner to become a resident of the caravan park at any time. A caravan park owner is not obliged to enter into such an agreement with you.
2. Even if you do not enter into a written agreement to become a resident, you will automatically become a resident of the caravan park if you occupy any site in the caravan park as your only or main residence for at least 60 consecutive days.

Once you become a resident, the **Residential Tenancies Act 1997** applies to you and your residency in the caravan park.

FORM 2A

Residential Tenancies Act 1997
(Section 206I(2))

RESIDENTIAL TENANCIES REGULATIONS 2008
(Regulation 8C)

Sch. 1
Form 2A
inserted by
S.R. No.
83/2011
reg. 10.

IMPORTANT NOTICE TO SITE TENANTS

Cooling off period

Section 206J
Residential Tenancies Act 1997

You may end this site agreement within 5 business days of the day that you sign the site agreement.

You must either give the site owner or the site owner's agent **written** notice that you are ending the site agreement or leave the notice at the address for service of the site owner or the site owner's agent specified in the site agreement to end this site agreement within this time in accordance with this cooling-off provision.

You are entitled to a refund of all the money you paid EXCEPT for \$100 if you end the site agreement in this way.

FORM 3

Residential Tenancies Act 1997

(Section 319(a))

RESIDENTIAL TENANCIES REGULATIONS 2008

(Regulation 9(1))

NOTICE TO VACATE TO TENANT OF RENTED PREMISES

1. This notice is given to (*insert tenant/s name*)
2. Regarding the rented premises at (*insert address of rented premises*)
3. Tenant's address (*if same as address in 2, write "as above"*)
4. I am giving you this notice as
 - the landlord
 - the owner
 - the mortgagee(*mark one only*)
5. Landlord's/owner's/mortgagee's name
6. Landlord's or owner's or mortgagee's address for serving documents (can be an agent's)
7. Contact telephone numbers for landlord/owner/mortgagee
8. The **Residential Tenancies Act 1997** requires me to give you at least days notice to vacate (*insert the number of days notice that is required under that Act*) and I require you to vacate on
TERMINATION DATE
9. Reason for notice to vacate
(*Insert the reason and the section number of the **Residential Tenancies Act 1997** for the notice to vacate. You must also provide supporting factual information regarding the specific premises to validate the reason given. However, if the notice is given under section 263 of the Act, insert that section number and the words "no reason is required"*).
10. This notice is delivered to the tenant
 - By hand
 - By registered postOn this date

Residential Tenancies Regulations 2008
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11. Signature of landlord, owner, mortgagee or agent
 12. Name of landlord, owner, mortgagee or agent signing the notice
(*include the name of the estate agency, where applicable*)
 13. **Tenant please note:** If you receive a notice to vacate, you may apply to the Victorian Civil and Administrative Tribunal to challenge the validity of the notice. An application must be made to the Tribunal within 30 days after the notice to vacate was given.
-

FORM 4

Residential Tenancies Act 1997

(Sections 319(a), 319A)

RESIDENTIAL TENANCIES REGULATIONS 2008

(Regulation 9(2))

**COMPOSITE NOTICE TO VACATE TO TENANT OF RENTED
PREMISES FOR 2 OR MORE REASONS**

1. This notice is given to (*insert tenant/s name*)
2. Regarding the rented premises at (*insert address of rented premises*)
3. Tenant's address (*if same as address in 2, write "as above"*)
4. I am giving you this notice as
 - the landlord
 - the owner
 - the mortgagee(*mark one only*)
5. Landlord's/owner's/mortgagee's name
6. Landlord's or owner's or mortgagee's address for serving documents (*can be an agent's address*)
7. Contact telephone numbers for landlord/owner/mortgagee (*can be an agent's telephone number*)
8. The **Residential Tenancies Act 1997** requires me to give you at least 60 days notice to vacate.
I require you to vacate on**TERMINATION DATE**.
9. Reasons for notice to vacate (*The composite notice may be given if you are entitled to give a notice to vacate under 2 or more of sections 255, 256, 257, 258, 259, or 260 of the Residential Tenancies Act 1997. Insert each reason and the section number for the reason. You must also provide factual information regarding the specific premises to validate each reason given.*)
10. This notice is delivered to the tenant
 - By hand
 - By registered postOn this date

Residential Tenancies Regulations 2008
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Sch. 1

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11. Signature of the landlord, owner, mortgagee or agent
 12. Name of landlord/owner/mortgagee or agent signing the notice
(*include the name of the estate agency where applicable*)
 13. **Tenant please note:** If you receive a composite notice to vacate, you may apply to the Victorian Civil and Administrative Tribunal to challenge the validity of the notice. An application must be made to the Tribunal within 30 days after the notice to vacate was given.
-

FORM 5

Residential Tenancies Act 1997

(Section 319(a))

RESIDENTIAL TENANCIES REGULATIONS 2008

(Regulation 10(1))

NOTICE TO VACATE TO RESIDENT OF A ROOMING HOUSE

1. This notice is given to (*insert resident/s name*)
2. Regarding the rooming house at (*insert address, include room no.*)
3. Resident's address (*if same as address in 2, write "as above"*)
4. I am giving you this notice as
 - the rooming house owner
 - the mortgagee of the rooming house
5. Rooming house owner's/mortgagee's name
6. Rooming house owner's/mortgagee's address for serving documents (*can be an agent's*)
7. Rooming house owner's/mortgagee's contact telephone numbers
8. The **Residential Tenancies Act 1997** requires me to give you at least days notice to vacate (*insert the number of days notice that is required under that Act*) and I require you to vacate on
TERMINATION DATE
9. Reason for notice to vacate
(*Insert the reason and the section number of the **Residential Tenancies Act 1997** for the notice to vacate. You must also provide supporting factual information regarding the specific premises to validate the reason. However, if the notice is given under section 288 of the Act, insert that section number and the words "no reason is required".*)
10. This notice is delivered to the resident
 - By hand
 - By registered postOn this date
11. Signature of owner, mortgagee or agent
12. Name of owner, mortgagee or agent signing the notice

-
13. **Resident please note:** If you receive a notice to vacate, you may apply to the Victorian Civil and Administrative Tribunal to challenge the validity of the notice. An application must be made to the Tribunal within 30 days after the notice to vacate was given.
-

FORM 6

Residential Tenancies Act 1997

(Sections 319(a), 319A)

RESIDENTIAL TENANCIES REGULATIONS 2008

(Regulation 10(2))

**COMPOSITE NOTICE TO VACATE TO RESIDENT OF A
ROOMING HOUSE FOR 2 REASONS**

1. This notice is given to (*insert resident/s name*)
2. Regarding the rooming house at (*insert address, include room number*)
3. Resident's address (*if same as address in 2, write "as above"*)
4. I am giving you this notice as
 - the rooming house owner
 - the mortgagee of the rooming house
5. Rooming house owner's/mortgagee's name
6. Rooming house owner's/mortgagee's address for serving documents (*can be an agent's address*)
7. Rooming house owner's/mortgagee's contact telephone numbers (*can be an agent's telephone number*)
8. The **Residential Tenancies Act 1997** requires me to give you at least 60 days notice to vacate.
I require you to vacate on or before.....**TERMINATION DATE**
9. Reasons for notice to vacate (*The composite notice may be given if you are entitled to give a notice to vacate under both sections 285 and 286 of the Residential Tenancies Act 1997. Insert each reason and the section number for the reason. You must also provide supporting factual information regarding the specific premises to validate each reason given.*)
10. This notice is delivered to the resident
 - By hand
 - By registered postOn this date
11. Signature of owner, mortgagee or agent
12. Name of owner, mortgagee or agent signing the notice

Residential Tenancies Regulations 2008
S.R. No. 55/2008

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13. **Resident please note:** If you receive a composite notice to vacate, you may apply to the Victorian Civil and Administrative Tribunal to challenge the validity of the notice. An application must be made to the Tribunal within 30 days after the notice to vacate was given.
-

FORM 7

Residential Tenancies Act 1997

(Section 319(a))

RESIDENTIAL TENANCIES REGULATIONS 2008

(Regulation 11)

NOTICE TO VACATE TO RESIDENT OF A CARAVAN PARK

1. This notice is given to (*insert resident/s name*)
2. Regarding the caravan at (*insert address, include site no.*)
3. Resident's address
(*if same as address in 2, write "as above"*)
4. I am giving you this notice as
 - the caravan park owner
 - the caravan owner
 - the caravan park mortgagee
 - the caravan mortgagee
5. Name of caravan park owner/caravan owner/caravan park mortgagee/caravan mortgagee
6. Address for serving documents of caravan park owner/caravan owner/caravan park mortgagee/caravan mortgagee (*can be an agent's*)
7. Contact telephone numbers
8. The **Residential Tenancies Act 1997** requires me to give you at least days notice to vacate (*insert the number of days notice that is required under that Act*) and I require you to vacate on or before **TERMINATION DATE**
9. Reason for notice to vacate
(*Insert the reason and the section number of the **Residential Tenancies Act 1997** for the notice to vacate. You must also provide supporting factual information regarding the specific premises to validate the reason. However, if the notice to vacate is given under section 314 of the Act, insert that section number and the words "no reason is required".*)
10. This notice is delivered to the resident
 - By hand
 - By registered postOn this date

Residential Tenancies Regulations 2008
S.R. No. 55/2008

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-
11. Signature of owner, mortgagee or agent
 12. Name of owner, mortgagee or agent signing the notice
 13. **Resident please note:** If you receive a notice to vacate, you may apply to the Victorian Civil and Administrative Tribunal to challenge the validity of the notice. An application must be made to the Tribunal within 30 days after the notice to vacate was given.
-

Sch. 1

Sch. 1
Form 7A
inserted by
S.R. No.
83/2011
reg. 11.

FORM 7A

Residential Tenancies Act 1997

(Section 319(a))

RESIDENTIAL TENANCIES REGULATIONS 2008

(Regulation 11A)

NOTICE TO VACATE TO SITE TENANT

1. This notice is given to (*insert names of site tenant/s*)
2. Regarding the Part 4A site at (*insert address of Part 4A site*)
3. Site tenant's address (*if same as address in 2, write "as above"*)
4. I am giving you this notice as
 - the site owner
 - the mortgagee of a Part 4A park
 - the land owner, who is not the site owner(*mark one only*)
5. Name of site owner/mortgagee of Part 4A park/land owner
6. Site owner's or mortgagee's or land owner's address for serving documents (*can be an agent's*)
7. Contact telephone numbers
8. The **Residential Tenancies Act 1997** requires me to give you at least..... days notice to vacate (*insert the number of days notice that is required under that Act*) and I require you to vacate on or before**TERMINATION DATE**
9. Reason for notice to vacate (*Insert the reason and the section number of the **Residential Tenancies Act 1997** for the notice to vacate. You must also provide supporting factual information regarding the specific Part 4A site to validate the reason. However, if the notice to vacate is given under section 317ZF or 317ZG of the Act, insert the relevant section number and the words "no reason is required".*)
10. This notice is delivered to the site tenant
 - By hand
 - By registered postOn this date
11. Signature of site owner, mortgagee of Part 4A park, land owner or agent

Residential Tenancies Regulations 2008
S.R. No. 55/2008

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12. Name of site owner, mortgagee of Part 4A park, land owner or agent signing the notice (*include the name of the estate agency where applicable*)
 13. **Site tenant please note:** If you receive a notice to vacate, you may be able to apply to the Victorian Civil and Administrative Tribunal to challenge the validity of the notice. Time limits may apply.
-

FORM 8

Residential Tenancies Act 1997
(Sections 336(3)(b), 337(4)(a) and 338(1))

RESIDENTIAL TENANCIES REGULATIONS 2008
(Regulation 12)

**NOTICE OF OBJECTION TO THE USE OF THE ALTERNATIVE
PROCEDURE FOR POSSESSION**

1. To:
 1. Tribunal
 2. Landlord (*insert name and address of landlord*)
2. Regarding rented premises at (*insert address of rented premises*)
3. The landlord's notice to vacate gave this termination date (*insert termination date*)
4. My name is (*insert name of tenant*)
5. My address for service of documents is (*insert address, may be an agent's*)
6. I have received a copy of the landlord's application to the Tribunal for a possession order using the alternative procedure for possession in Division 2 of Part 7 of the **Residential Tenancies Act 1997**.
In accordance with section 338 of the Act, I OBJECT to the use of that procedure for a possession order.
7. This notice is delivered to the landlord
 - By hand
 - By registered postOn this date
8. Signature
9. Name of agent (*if an agent is serving the notice*)

FORM 9

Residential Tenancies Act 1997

(Section 336(3)(c))

RESIDENTIAL TENANCIES REGULATIONS 2008

(Regulation 13)

**STATEMENT OF TENANT'S RIGHTS—ALTERNATIVE
PROCEDURE FOR POSSESSION AT LEAST 14 DAYS RENT
ARREARS**

TO THE TENANT

1. The landlord has applied to the Tribunal for a possession order for your rented premises. This is an alternative possession procedure which allows the Registrar of the Tribunal to make a possession order effective immediately (or, if requested by the landlord, at a later date) if you do not object within a certain time. THERE WILL NOT BE A HEARING IF THIS PROCEDURE IS USED.
2. The landlord will have given you personally, or sent to you by registered post the following documents—
 - (1) a notice to vacate the rented premises which must specify a date for you to vacate which is at least 14 days after the notice to vacate was given to you ("termination date");
 - (2) a copy of the landlord's application to the Tribunal for a possession order for the rented premises;
 - (3) 2 notice of objection forms for your use if you wish to object to the landlord applying to the Tribunal to get the rented premises back under the alternative possession procedure;
 - (4) this statement of rights.
3. IF YOU WISH TO OBJECT to the making of the possession order under the alternative possession procedure, you must—
 - (1) complete and lodge one of the enclosed notice of objection forms with the Tribunal; and
 - (2) complete and serve the other enclosed notice of objection form on the landlord.

YOU HAVE UNTIL 4 P.M. ON THE TERMINATION DATE (the day specified in the notice to vacate as the day when you must vacate the rented premises) TO LODGE YOUR OBJECTION WITH THE TRIBUNAL.

TENANTS NOTE: You should retain a copy of this form for future reference purposes.

WHAT HAPPENS NEXT?

If you lodge the objection with the Tribunal within the required time, there will be a Tribunal hearing and you will be required to go to the Tribunal to show why the landlord should not be given a possession order to regain the rented premises.

If you do not wish to object or do not object within the required time, the landlord has 28 days to lodge a request for a determination of the matter with the Tribunal.

The Registrar of the Tribunal may then make a possession order directing you to vacate the premises immediately or on the date specified in the order.

If you are in arrears for rent, the Registrar will determine the amount of rent you owe and direct the Residential Tenancies Bond Authority to pay an amount of your bond to the landlord for the rent owing. You will still be liable for any outstanding amount of rent that the bond does not cover.

Once a possession order is made the landlord can get a warrant of possession which must be executed within the time specified in the order which must not exceed 30 days from its issue.

IF YOU FAIL TO COMPLY WITH A POSSESSION ORDER TO VACATE THE PREMISES, YOU MAY BE FORCIBLY REMOVED BY THE POLICE OR OTHER PERSON AUTHORISED TO CARRY OUT THE WARRANT OF POSSESSION.

FORM 10

Residential Tenancies Act 1997

(Section 337(4)(b))

RESIDENTIAL TENANCIES REGULATIONS 2008

(Regulation 14)

**STATEMENT OF TENANT'S RIGHTS—ALTERNATIVE
PROCEDURE FOR POSSESSION AT THE END OF FIXED TERM
TENANCY**

TO THE TENANT

1. The landlord has applied to the Tribunal for a possession order for your rented premises. This is an alternative possession procedure which allows the Registrar of the Tribunal to make a possession order effective immediately (or, if requested by the landlord, at a later date) if you do not object within a certain time. THERE WILL NOT BE A HEARING IF THIS PROCEDURE IS USED.
2. You will have already received a notice to vacate under section 261 of the **Residential Tenancies Act 1997** specifying a termination date which is the end of the fixed term. The landlord will also have given you notice that he or she intends to apply to the Residential Tenancies Tribunal for a possession order if you do not deliver up vacant possession of the rented premises by the end of the termination date set out in the notice to vacate.
3. If the landlord has given you a notice of his or her intention to apply for a possession order, this notice of intention must be given to you—
 - (a) if your fixed term tenancy agreement is for 6 months or more, at least 14 days and not more than 21 days before the termination date; OR
 - (b) if your fixed term tenancy agreement is for less than 6 months, at least 7 days and not more than 14 days before the termination date.
4. The landlord can only apply for a possession order under the alternative possession procedure if he or she has given you the notice to vacate and notice of intention to apply to the Tribunal AND you have not delivered up vacant possession of the rented premises by the end of the termination date specified in the notice to vacate.
5. The landlord must give you—
 - (1) a copy of the landlord's application to the Tribunal for a possession order for the rented premises;

Sch. 1

- (2) 2 notice of objection forms for your use if you wish to object to the landlord applying to the Tribunal to get the rented premises back under the alternative possession procedure;
 - (3) this statement of rights.
6. IF YOU WISH TO OBJECT to the making of the possession order under the alternative possession procedure, you must—
- (1) complete and lodge one of the notice of objection forms with the Tribunal; and
 - (2) complete and serve the other notice of objection form on the landlord.

YOU HAVE UNTIL THE END OF 4 BUSINESS DAYS AFTER THE DATE YOU RECEIVED THE LANDLORD'S COPY OF THE APPLICATION TO THE TRIBUNAL FOR A POSSESSION ORDER TO LODGE YOUR OBJECTION WITH THE TRIBUNAL.

RESIDENTS NOTE: You should retain a copy of this form for future reference purposes.

WHAT HAPPENS NEXT?

If you lodge the notice of objection with the Tribunal within the required time, there will be a Tribunal hearing and you will be required to go to the Tribunal to show why the landlord should not be given a possession order to regain the rented premises.

If you do not wish to object or do not object within the required time, the landlord has 28 days to lodge a request for a determination of the matter with the Tribunal.

The Registrar of the Tribunal may then make a possession order directing you to vacate the premises immediately or on the date specified in the order.

If you are also in arrears for rent, the Registrar will determine the amount of rent you owe and direct the Residential Tenancies Board Authority to pay an amount of your bond to the landlord for the rent owing. You will still be liable for any outstanding amount of rent that the bond does not cover.

Once a possession order is made the landlord can get a warrant of possession which must be executed within the time specified in the order which must not exceed 30 days from its issue.

IF YOU FAIL TO COMPLY WITH A POSSESSION ORDER TO VACATE THE PREMISES, YOU MAY BE FORCIBLY REMOVED BY THE POLICE OR OTHER PERSON AUTHORISED TO CARRY OUT THE WARRANT OF POSSESSION.

FORM 11

Residential Tenancies Act 1997
(Section 361)

RESIDENTIAL TENANCIES REGULATIONS 2008
(Regulation 15)

SHERIFF'S NOTICE OF RETAINED PERSONAL DOCUMENTS

1. The personal documents described below:

(insert description of personal documents)

which were left by *(insert name of former resident)* in a
caravan at *(insert name and address of caravan park)*

are being stored by the Sheriff at *(Sheriff's storage address)* for a period
of 90 days from *(insert date)*.

2. It is intended to dispose of the personal documents at the end of this
90 day storage period.
 3. If the former resident or any other person who can give satisfactory
evidence of his or her right to the documents wishes to reclaim the
documents, this can be done before the end of the 90 day storage period.
Please note that there may be costs payable for the removal and storage
of those documents and for the placement of this advertisement that the
person claiming the documents must pay to the sheriff when claiming
them.
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Sch. 1

Sch. 1
Form 12
substituted by
S.R. No.
129/2011
reg. 5.

FORM 12

Residential Tenancies Act 1997

(Section 368(3))

RESIDENTIAL TENANCIES REGULATIONS 2008

(Regulation 16)

**NOTICE TO LEAVE TO RESIDENT OF MANAGED PREMISES OR
RESIDENT'S VISITOR**

1. This notice is given to (*insert name of resident or name of resident's visitor as appropriate*)
2. Whose address is (*insert address if known*)
3. Regarding managed premises at (*if answer is the same as 2, write "as above"*)
4. Name of manager (*insert name of manager*)
5. I, as manager of the managed premises referred to in 3, give you notice to leave those managed premises immediately because I have reasonable grounds to believe that—
 - * you have committed a serious act of violence on these premises.OR
 - * the safety of a person on the premises is in danger from you.(*Delete whichever does not apply)
6. By the end of the next business day after I have given you this notice to leave, I will notify the Registrar of the Tribunal.
7. Signature of manager
8. Date of notice (*insert date*)

TO THE RESIDENT/VISITOR

1. It is an offence under the Act to remain on the managed premises after receiving this Notice to Leave.
2. If you are a RESIDENT—
 - (a) your tenancy agreement, residency right or site agreement is now SUSPENDED until—
 - (i) the end of 2 business days from the date of this notice; OR

-
- (ii) if your landlord, rooming house owner, caravan park owner or site owner applies to the Tribunal before the end of 2 business days after the suspension for an order to terminate your tenancy agreement, residency right or site agreement—the Tribunal decides that application; and
 - (b) it is an offence to enter the managed premises while a suspension is in force; and
 - (c) despite your tenancy agreement, residency right, or site agreement being suspended, you are still required to pay rent (and hiring charge, in the case of a caravan) during the suspension period unless the Tribunal makes an order under section 376(1)(b) of the **Residential Tenancies Act 1997** that the suspension cease and you are allowed to resume occupation.
 3. This notice can only be given to residents or visitors of those residents of managed premises. See Part 8 of the **Residential Tenancies Act 1997** which defines these terms. A *resident* is a resident of a rooming house or caravan park, or a site tenant. It also includes a tenant who has rented premises in a *managed high density building*. This means a building which has 2 or more rented premises and which has an on-site manager.
 4. **Resident please note:** If you receive a notice to leave, you may apply to the Victorian Civil and Administrative Tribunal to challenge the validity of the notice. Time limits may apply.

TO THE MANAGER

1. This notice cannot be given if a notice to vacate has been given under sections 244, 279, 303 or 317Y of the **Residential Tenancies Act 1997** in respect of the same act or omission.
 2. This notice must be given as soon as it is possible for the manager to safely do so after the serious act of violence has occurred or the safety of a person has been endangered.
 3. It is an offence to give a resident or resident's visitor notice to leave without having reasonable grounds to believe that the resident or visitor has committed a serious act of violence on the premises or the safety of any person on the premises has been endangered.
-

FORM 13

Residential Tenancies Act 1997
(Section 386(2)(a))

RESIDENTIAL TENANCIES REGULATIONS 2008
(Regulation 17)

NOTICE TO FORMER TENANT (GOODS LEFT BEHIND)

To *(name and forwarding address of former tenant)*

1. The goods described below:

(insert description of goods)

which were left on rented premises at *(insert address)* when your tenancy agreement in respect of those premises was terminated on *(insert date)*, are being stored on premises at *(address of storage address)* for a period of 28 days from *(insert date)*.

2. The costs involved in removal and storage of the goods are \$ _____ per day.
3. After the end of the 28 day storage period it is intended to dispose of the goods by sale by public auction at* _____ a.m./p.m. on *(insert date)* at *(insert place)* and the proceeds of the sale of the goods will be dealt with in accordance with section 393 of the **Residential Tenancies Act 1997**.
4. If you wish to reclaim the goods, you may do so before the public auction upon payment to the former landlord of the reasonable costs incurred for the removal, storage, notification and organising of the sale.

Signature of former landlord

Name and address of former landlord

Date:

*Delete reference to time, date and place of auction if not known to landlord at the time of giving this notice.

FORM 14

Residential Tenancies Act 1997

(Section 386(2)(b))

RESIDENTIAL TENANCIES REGULATIONS 2008

(Regulation 18)

NOTICE OF GOODS LEFT BEHIND

1. The goods described below:

(insert description of goods)

which were left by *(insert name of former tenant)* on rented premises at *(insert address)* when the tenancy agreement in respect of those premises was terminated on *(insert date)*, are being stored on premises at *(address of storage address)* for a period of 28 days from *(insert date)*.

2. The costs involved in removal and storage of the goods are \$ _____ to date and continue to accrue at \$ _____ per day.
3. After the end of the 28 day storage period, it is intended to dispose of the goods by sale by public auction at* _____ a.m./p.m. on *(insert date)* at *(insert place)* and the proceeds of the sale of the goods will be dealt with in accordance with section 393 of the **Residential Tenancies Act 1997**.
4. If the former tenant or other person who has a lawful right to the goods wishes to reclaim them, this can be done before the public auction upon payment to the former landlord of the reasonable costs incurred for the removal, storage, notification and organising of the sale of the goods.

*Delete reference to time, date and place of auction if not known to landlord at the time of giving this notice.

Residential Tenancies Regulations 2008
S.R. No. 55/2008

Sch. 1

Sch. 1
Form 15
substituted by
S.R. No.
129/2011
reg. 6.

FORM 15

Residential Tenancies Act 1997
(Section 392)

RESIDENTIAL TENANCIES REGULATIONS 2008
(Regulation 19)

NOTICE OF PUBLIC AUCTION

The goods described below:

(insert description of goods)

which were left by *(insert name of former tenant, former resident or former site tenant)* on *rented premises/in the rooming house/in a caravan/in the caravan park/on the Part 4A site at *(insert address)* will be disposed of by public auction ** at *a.m./p.m. on at *(insert place)*

Name and address of owner of premises

*Delete whichever is inapplicable.

**Delete reference to time, date and place of auction if not known to owner of premises at the time of giving this notice.

NOTE: **Owner of premises** means the former landlord, rooming house owner, caravan park owner, caravan park mortgagee, caravan owner, caravan mortgagee or site owner, as the case requires.

FORM 16

Residential Tenancies Act 1997
(Section 44(1))

RESIDENTIAL TENANCIES REGULATIONS 2008
(Regulation 20)

**NOTICE OF RENT INCREASE TO TENANT OF RENTED
PREMISES**

1. This notice is given to (*insert name/s of tenant/s*)
2. Regarding the rented premises at (*write address*)
3. Tenant/s address (*if the same as address in 2, write "as above"*)
4. Name of landlord (of the rented premises) (*insert name of landlord—cannot be the agent's name*)
5. Address of landlord (of the rented premises) for the purpose of serving documents (*can be the agent's address*)
6. Contact telephone numbers (*of landlord or agent*)
BH AH
7. This notice is delivered to the tenant
 - by hand
 - by registered post
 - by ordinary post
 (*mark one only*)
On this date
8. I am giving you at least 60 days notice that I propose to increase the rent.
The current rent is \$.....
The new rent is \$..... (*new rent amount*) and will commence on/...../.....(*start date*)
9. Signature of landlord or agent
10. Name of landlord or agent signing the notice (*include the name of the estate agency, where applicable*)
11. If you consider this proposed rent increase is excessive, you can apply to the Director of Consumer Affairs Victoria within 30 days after this notice is given to investigate and report on the proposed rent under section 45 of the **Residential Tenancies Act 1997**.
TENANTS NOTE: Excessive rent is determined according to the accepted market rental value of the premises.

Residential Tenancies Regulations 2008
S.R. No. 55/2008

Sch. 1

12. The landlord cannot increase your rent more often than once every 6 months.
 13. Under a fixed term tenancy agreement, a landlord must not increase the rent before the fixed term ends unless the agreement specifically provides for an increase.
 14. If you want help with this notice you can contact Consumer Affairs Victoria.
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FORM 17

Residential Tenancies Act 1997

(Section 101(1))

RESIDENTIAL TENANCIES REGULATIONS 2008

(Regulation 21)

NOTICE OF RENT INCREASE TO RESIDENT OF A ROOMING HOUSE

1. This notice is given to (*insert name/s of resident/s*)
2. Regarding the rooming house at (*write address and include room no. in the rooming house*)
3. Resident's address (*if the same as address in 2, write "as above"*)
4. Name of the owner (of the rooming house) (*insert name of owner—cannot be the agent's name*)
5. Address of owner (of the rooming house) for the purpose of serving documents (*can be the agent's address*)
6. Contact telephone numbers (*of owner or agent*)
7. This notice is delivered to the resident
 - by hand
 - by registered post
 - by ordinary post

(*mark one only*)

On this date

8. I am giving you at least 60 days notice that I propose to increase the rent.
The current rent is \$.....
The new rent is \$..... (*new rent amount*) and will commence on/...../.....(*start date*)
9. Signature of owner or agent
10. Name of owner or agent signing the notice
11. If you consider this proposed rent increase is excessive, you can apply to the Director of Consumer Affairs Victoria within 30 days after this notice is given to investigate and report on the proposed rent, under section 102 of the **Residential Tenancies Act 1997**.

RESIDENT NOTE: Excessive rent is determined according to the accepted market rental value of the premises.

Residential Tenancies Regulations 2008
S.R. No. 55/2008

Sch. 1

12. The rooming house owner cannot increase your rent more often than once every 6 months.
 13. Under a fixed term tenancy agreement, a rooming house owner cannot increase the rent before the fixed term ends unless the agreement specifically provides for an increase.
 14. If you want help with this notice you can contact Consumer Affairs Victoria.
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FORM 18

Residential Tenancies Act 1997

(Section 152(1)(2))

RESIDENTIAL TENANCIES REGULATIONS 2008

(Regulation 22)

**NOTICE OF RENT INCREASE OR HIRING CHARGE INCREASE
TO RESIDENT OF A CARAVAN PARK**

1. This notice is given to (*insert name/s of resident/s*)
2. Regarding the caravan at (*write address and include site no.*)
3. Resident's address (*if the same as address in 2, write "as above"*)
4. Name of caravan owner/caravan park owner (*insert name of caravan owner or caravan park owner who is giving this notice—cannot be the agent's name*)
5. Address of owner of the caravan/owner of the caravan park for the purpose of serving documents (*can be the agent's address*)
6. Contact telephone numbers (*of caravan owner/caravan park owner or agent*)
7. This notice is delivered to the resident
 - by hand
 - by registered post
 - by ordinary post(*mark one only*)

On this date
8. I am giving you at least 60 days notice that I propose to increase the rent.

The current rent is \$.....
The new rent is \$..... (*new rent amount*) and will commence on/...../.....(*start date*)
9. I am giving you at least 60 days notice that I propose to increase the hiring charge.

The current hiring charge is \$.....
The new hiring charge is \$.....(*new hiring charge amount*) and will commence on/...../.....(*start date*)
10. Signature of owner or agent
11. Name of owner or agent signing the notice

Residential Tenancies Regulations 2008
S.R. No. 55/2008

Sch. 1

12. If you consider this proposed rent or hiring charge increase is excessive, you can apply to the Director of Consumer Affairs Victoria within 30 days after this notice is given to investigate and report on the proposed rent or hiring charge, under section 153 of the **Residential Tenancies Act 1997**.

RESIDENT NOTE: Excessive rent is determined according to the accepted market rental value of the premises.

13. The caravan park owner cannot increase your rent more often than once every 6 months.
14. The caravan owner cannot increase your hiring charge more often than once every 6 months.
15. Under a fixed term tenancy agreement, a caravan park owner cannot increase the rent before the fixed term ends unless the agreement specifically provides for an increase.
16. If you want help with this notice you can contact Consumer Affairs Victoria.
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FORM 18A

Residential Tenancies Act 1997
(Section 206V(1))

RESIDENTIAL TENANCIES REGULATIONS 2008
(Regulation 22A)

Sch. 1
Form 18A
inserted by
S.R. No.
83/2011 s. 12.

NOTICE OF RENT INCREASE TO SITE TENANT

1. This notice is given to (*insert name/s of site tenant/s*)
2. Regarding the Part 4A site at (*insert address of Part 4A site*)
3. Site tenant/s address (*if the same as address in 2, write "as above"*)
4. Name of site owner (of the Part 4A site) (*insert name of site owner—cannot be the agent's name*)
5. Address of site owner (of the Part 4A site) for the purpose of serving documents (*can be the agent's address*)
6. Contact telephone numbers (*of site owner or agent*)
7. This notice is delivered to the site tenant
 - by hand
 - by registered post
 - by ordinary post(*mark one only*)

On this date
8. I am giving you at least 60 days notice that I propose to increase the rent.
The current rent is \$.....
The new rent is \$..... (*new rent amount*) and will commence on
...../...../..... (*start date*)
9. Signature of site owner or agent
10. Name of site owner or agent signing the notice (*include the name of the estate agency, where applicable*)

Residential Tenancies Regulations 2008
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Sch. 1

11. If you consider this proposed rent increase is excessive, you can apply to the Director of Consumer Affairs Victoria within 30 days after this notice is given to investigate and report on the proposed rent under section 206W of the **Residential Tenancies Act 1997**.

SITE TENANTS NOTE: Excessive rent is determined according to the accepted market rental value of the site.

12. The site owner cannot increase your rent more often than once every 6 months.
13. Under a fixed term site agreement, a site owner must not increase the rent before the fixed term ends unless the agreement specifically provides for an increase.
14. If you want help with this notice you can contact Consumer Affairs Victoria.
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FORM 19

Residential Tenancies Act 1997
(Section 505B)

RESIDENTIAL TENANCIES REGULATIONS 2008
(Regulation 26A)

Sch. 1
Form 19
inserted by
S.R. No.
77/2010 reg. 6.

**NOTICE OF FORMAL AFFILIATION OF PREMISES WITH
SCHOOL OR INSTITUTION PROVIDING EDUCATION AND
TRAINING**

TAKE NOTICE THAT under section 21(1) of the **Residential Tenancies Act 1997** the residential premises at *(insert address of premises)* are formally affiliated with *(insert name of school or institution)*.

AND FURTHER TAKE NOTICE THAT the provisions of the **Residential Tenancies Act 1997** do not apply to a tenancy agreement or room in respect of the residential premises.

.....(*School council/governing body of
*school/institution)

.....(Date)

* Delete whichever is not applicable

SCHEDULE 1A

Regulation 5AB

**CRITERIA TO BE CONSIDERED BY SCHOOL OR
INSTITUTION BEFORE ENTERING AFFILIATION
AGREEMENT**

The prescribed criteria are—

1. Whether or not the owner or operator of the residential premises intends to provide any of the following services to persons accommodated in the premises—
 - (a) a tutorial system for residents to complement the teaching of the school or institution;
 - (b) pastoral care, chaplains, mentors, or counsellors;
 - (c) meals;
 - (d) opportunities for a range of social and cultural events and activities that students or staff may attend or participate in.
2. Whether prospective persons to be accommodated in the residential premises are primarily—
 - (a) persons enrolled at the school or institution; or
 - (b) members of staff of the school or institution.
3. Whether the owner or operator of the residential premises intends to provide residents with a written statement, before they sign an agreement for accommodation in the premises, outlining the facilities and the services that are included in the amount to be paid to the owner or operator for accommodation.
4. Whether the owner or operator of the residential premises intends to have available in written form and for inspection on the premises to residents at no charge, the current terms and conditions for occupancy relating, but not limited, to the following matters—
 - (a) the amount paid by residents for accommodation including facilities and services;

-
- (b) increases in amounts paid for accommodation;
 - (c) the payments of any bonds or deposits relating to accommodation;
 - (d) repairs to the premises;
 - (e) termination of the agreement for accommodation.
5. Whether the owner or operator of the residential premises intends to have a written agreement for accommodation with every resident on the premises, which includes the terms and conditions of occupancy.
6. Whether, on signing an agreement for accommodation, the owner or operator of the residential premises intends to provide every resident with a package of written information containing—
- (a) the terms and conditions for occupancy including house rules; and
 - (b) general first aid information and any emergency evacuation plan; and
 - (c) any dispute resolution options and procedures; and
 - (d) information about any compliance monitoring system that reflects the criteria in this Schedule, including any website where results of compliance are published.
7. In the case of a dispute between a resident and the owner or operator of the residential premises, whether the owner or operator of the residential premises—
- (a) has a system for responding to complaints by residents that is timely, treats residents with respect and ensures that residents have an opportunity to be heard in relation to a dispute; and
 - (b) intends to refer a dispute that cannot be resolved to an external dispute resolution service.

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8. Whether the owner or operator of the residential premises has an emergency evacuation plan for the premises and has displayed the plan on the back of every door and in all common areas in the premises.
9. Whether the owner or operator of the residential premises has a compliance monitoring system in place that reflects the criteria in this Schedule.

Sch. 1A cl. 9
amended by
S.R. No.
129/2011
reg. 7.

SCHEDULE 2

Regulation 27

**INFRINGEMENT OFFENCES AND INFRINGEMENT
PENALTIES**

Sch. 2
substituted by
S.R. No.
164/2011
reg. 6,
amended by
S.R. No.
79/2012 reg. 4.

<i>Column 1 Item</i>	<i>Column 2 Infringement Offence</i>	<i>Column 3 Infringement Penalty</i>
1	An offence against section 26(2) of the Act	2 penalty units
2	An offence against section 29(1) of the Act	2 penalty units
3	An offence against section 29(2) of the Act	2 penalty units
4	An offence against section 34 of the Act	3 penalty units
5	An offence against section 35(1) of the Act	2 penalty units
6	An offence against section 41 of the Act	3 penalty units
7	An offence against section 43(1) of the Act	2 penalty units
8	An offence against section 43(2) of the Act	2 penalty units
9	An offence against section 43(2A) of the Act	2 penalty units
10	An offence against section 49 of the Act	3 penalty units
11	An offence against section 51(1) of the Act	3 penalty units
12	An offence against section 51(2) of the Act	3 penalty units
13	An offence against section 51(3) of the Act	3 penalty units
14	An offence against section 56(1) of the Act	3 penalty units

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<i>Column 1</i> <i>Item</i>	<i>Column 2</i> <i>Infringement Offence</i>	<i>Column 3</i> <i>Infringement Penalty</i>
15	An offence against section 66(1) of the Act	2 penalty units
16	An offence against section 66(2) of the Act	2 penalty units
17	An offence against section 66(3) of the Act	2 penalty units
18	An offence against section 66(4) of the Act	2 penalty units
19	An offence against section 92C(1) of the Act	2 penalty units
20	An offence against section 96 of the Act	3 penalty units
21	An offence against section 97(1) of the Act	2 penalty units
22	An offence against section 99 of the Act	3 penalty units
23	An offence against section 100(1) of the Act	2 penalty units
24	An offence against section 100(2) of the Act	2 penalty units
25	An offence against section 100(2A) of the Act	2 penalty units
26	An offence against section 107 of the Act	3 penalty units
27	An offence against section 124 of the Act	2 penalty units
28	An offence against section 125(1) of the Act	2 penalty units
29	An offence against section 125(2) of the Act	2 penalty units
30	An offence against section 125(3) of the Act	2 penalty units
31	An offence against section 127(1) of the Act	2 penalty units

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<i>Column 1</i> <i>Item</i>	<i>Column 2</i> <i>Infringement Offence</i>	<i>Column 3</i> <i>Infringement Penalty</i>
31A	An offence against section 142B(1) of the Act	In the case of a natural person 5 penalty units In the case of a body corporate 20 penalty units
31B	An offence against section 142B(2) of the Act	In the case of a natural person 5 penalty units In the case of a body corporate 20 penalty units
31C	An offence against section 142B(3) of the Act	In the case of a natural person 5 penalty units In the case of a body corporate 20 penalty units
32	An offence against section 142D of the Act	5 penalty units
33	An offence against section 145 of the Act	2 penalty units
34	An offence against section 146(3) of the Act	3 penalty units
35	An offence against section 147 of the Act	3 penalty units
36	An offence against section 148(1) of the Act	2 penalty units
37	An offence against section 150(1) of the Act	3 penalty units
38	An offence against section 150(2) of the Act	3 penalty units
39	An offence against section 151(1) of the Act	2 penalty units
40	An offence against section 151(2) of the Act	2 penalty units

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<i>Column 1</i> <i>Item</i>	<i>Column 2</i> <i>Infringement Offence</i>	<i>Column 3</i> <i>Infringement Penalty</i>
41	An offence against section 151(2A) of the Act	2 penalty units
42	An offence against section 160 of the Act	3 penalty units
43	An offence against section 166(1) of the Act	3 penalty units
44	An offence against section 182 of the Act	2 penalty units
45	An offence against section 183(1) of the Act	2 penalty units
46	An offence against section 183(2) of the Act	2 penalty units
47	An offence against section 184(1) of the Act	2 penalty units
48	An offence against section 184(2) of the Act	2 penalty units
49	An offence against section 184(3) of the Act	2 penalty units
50	An offence against section 186(1) of the Act	2 penalty units
51	An offence against section 198(1) of the Act	2 penalty units
52	An offence against section 198(2) of the Act	In the case of a natural person 5 penalty units In the case of a body corporate 20 penalty units
53	An offence against section 206E(2) of the Act	2 penalty units
54	An offence against section 206I(1) of the Act	2 penalty units
55	An offence against section 206K(1) of the Act	3 penalty units

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<i>Column 1</i> <i>Item</i>	<i>Column 2</i> <i>Infringement Offence</i>	<i>Column 3</i> <i>Infringement Penalty</i>
56	An offence against section 206N of the Act	3 penalty units
57	An offence against section 206O(1) of the Act	2 penalty units
58	An offence against section 206T of the Act	3 penalty units
59	An offence against section 206U(1) of the Act	2 penalty units
60	An offence against section 206U(2) of the Act	2 penalty units
61	An offence against section 206U(3) of the Act	2 penalty units
62	An offence against section 206ZH(1) of the Act	3 penalty units
63	An offence against section 206ZR(1) of the Act	2 penalty units
64	An offence against section 206ZS(1) of the Act	2 penalty units
65	An offence against section 206ZX(1) of the Act	2 penalty units
66	An offence against section 206ZX(2) of the Act	2 penalty units
67	An offence against section 206ZX(3) of the Act	2 penalty units
68	An offence against section 206ZZ(1) of the Act	2 penalty units
69	An offence against section 206ZZH(2) of the Act	5 penalty units
70	An offence against section 206ZZH(3) of the Act	2 penalty units

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<i>Column 1</i> <i>Item</i>	<i>Column 2</i> <i>Infringement Offence</i>	<i>Column 3</i> <i>Infringement Penalty</i>
71	An offence against section 264(1) of the Act	In the case of a natural person 5 penalty units In the case of a body corporate 20 penalty units
72	An offence against section 287(1) of the Act	In the case of a natural person 5 penalty units In the case of a body corporate 20 penalty units
73	An offence against section 295(a) of the Act	In the case of a natural person 5 penalty units In the case of a body corporate 20 penalty units
74	An offence against section 295(b) of the Act	In the case of a natural person 5 penalty units In the case of a body corporate 20 penalty units
75	An offence against section 295(c) of the Act	In the case of a natural person 5 penalty units In the case of a body corporate 20 penalty units
76	An offence against section 295(d) of the Act	In the case of a natural person 5 penalty units In the case of a body corporate 20 penalty units

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<i>Column 1</i> <i>Item</i>	<i>Column 2</i> <i>Infringement Offence</i>	<i>Column 3</i> <i>Infringement Penalty</i>
77	An offence against section 295(e) of the Act	In the case of a natural person 5 penalty units In the case of a body corporate 20 penalty units
78	An offence against section 295(f) of the Act	In the case of a natural person 5 penalty units In the case of a body corporate 20 penalty units
79	An offence against section 298(1) of the Act	2 penalty units
80	An offence against section 298(2) of the Act	2 penalty units
81	An offence against section 358(1) of the Act	5 penalty units
82	An offence against section 358(2) of the Act	5 penalty units
83	An offence against section 358(3) of the Act	5 penalty units
84	An offence against section 369 of the Act	2 penalty units
85	An offence against section 372 of the Act	5 penalty units
86	An offence against section 373 of the Act	5 penalty units
87	An offence against section 377(1) of the Act	In the case of a natural person 5 penalty units In the case of a body corporate 20 penalty units

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<i>Column 1</i> <i>Item</i>	<i>Column 2</i> <i>Infringement Offence</i>	<i>Column 3</i> <i>Infringement Penalty</i>
88	An offence against section 377(2) of the Act	In the case of a natural person 5 penalty units In the case of a body corporate 20 penalty units
89	An offence against section 377(3) of the Act	In the case of a natural person 5 penalty units In the case of a body corporate 20 penalty units
90	An offence against section 377(3A) of the Act	In the case of a natural person 5 penalty units In the case of a body corporate 20 penalty units
91	An offence against section 382(2) of the Act	In the case of a natural person 5 penalty units In the case of a body corporate 20 penalty units
92	An offence against section 389(2) of the Act	3 penalty units
93	An offence against section 405(1) of the Act	2 penalty units
94	An offence against section 405(4) of the Act	2 penalty units
95	An offence against section 406 of the Act	3 penalty units
96	An offence against section 424(1) of the Act	3 penalty units
97	An offence against section 424(3) of the Act	3 penalty units

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<i>Column 1</i> <i>Item</i>	<i>Column 2</i> <i>Infringement Offence</i>	<i>Column 3</i> <i>Infringement Penalty</i>
98	An offence against section 425(1) of the Act	3 penalty units
99	An offence against section 428 of the Act	3 penalty units
100	An offence against section 439C(2) of the Act	2 penalty units
101	An offence against section 439D(2) of the Act	2 penalty units
102	An offence against section 439F(1) of the Act	2 penalty units
103	An offence against section 439F(2) of the Act	2 penalty units
104	An offence against section 439G(3) of the Act	2 penalty units
105	An offence against section 439H(2) of the Act	In the case of a natural person 2 penalty units In the case of a body corporate 10 penalty units
106	An offence against section 439I(1) of the Act	2 penalty units
107	An offence against section 439I(2) of the Act	2 penalty units
108	An offence against section 505(1) of the Act	In the case of a natural person 3 penalty units In the case of a body corporate 15 penalty units
109	An offence against section 505(2) of the Act	In the case of a natural person 3 penalty units In the case of a body corporate 15 penalty units

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<i>Column 1</i> <i>Item</i>	<i>Column 2</i> <i>Infringement Offence</i>	<i>Column 3</i> <i>Infringement Penalty</i>
110	An offence against section 505(3) of the Act	In the case of a natural person 3 penalty units In the case of a body corporate 15 penalty units
111	An offence against section 505(4) of the Act	In the case of a natural person 3 penalty units In the case of a body corporate 15 penalty units

ENDNOTES

1. General Information

The Residential Tenancies Regulations 2008, S.R. No. 55/2008 were made on 10 June 2008 by the Governor in Council under section 511 of the **Residential Tenancies Act 1997**, No. 109/1997 and came into operation on 28 June 2008: regulation 3.

The Residential Tenancies Regulations 2008 will sunset 10 years after the day of making on 10 June 2018 (see section 5 of the **Subordinate Legislation Act 1994**).

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Endnotes

2. Table of Amendments

This Version incorporates amendments made to the Residential Tenancies Regulations 2008 by statutory rules, subordinate instruments and Acts.

Residential Tenancies Amendment (Prescribed Tenancy Agreements) Regulations 2009, S.R. No. 12/2009

Date of Making: 18.2.09

Date of Commencement: 18.2.09: reg. 3

Residential Tenancies Amendment (Student Accommodation) Regulations 2010, S.R. No. 77/2010

Date of Making: 17.8.10

Date of Commencement: 17.8.10

Residential Tenancies Amendment Regulations 2011, S.R. No. 83/2011

Date of Making: 16.8.11

Date of Commencement: 1.9.11: reg. 3

Residential Tenancies Miscellaneous Amendment Regulations 2011, S.R. No. 129/2011

Date of Making: 22.11.11

Date of Commencement: 1.12.11: reg. 3

Residential Tenancies Amendment (Infringements) Regulations 2011, S.R. No. 164/2011

Date of Making: 21.12.11

Date of Commencement: 1.1.12: reg. 3

Residential Tenancies Amendment (Infringements) Regulations 2012, S.R. No. 79/2012

Date of Making: 24.7.12

Date of Commencement: 31.3.13: reg. 3

Residential Tenancies Amendment Regulations 2013, S.R. No. 49/2013

Date of Making: 30.4.13

Date of Commencement: 1.5.13: reg. 3

3. Explanatory Details

¹ Reg. 4(a): S.R. No. 76/1998. Reprint No. 1 as at 23 March 2006.
Reprinted to S.R. No. 4/2006 and subsequently amended by
S.R. No. 11/2007.

² Reg. 4(b): S.R. No. 59/2003.

³ Reg. 4(c): S.R. No. 40/2004.

⁴ Reg. 4(d): S.R. No. 109/2005.

⁵ Reg. 4(e): S.R. No. 4/2006.

⁶ Reg. 4(f): S.R. No. 11/2007.

Penalty Units

These Regulations provide for penalties by reference to penalty units within the meaning of section 110 of the **Sentencing Act 1991**. The amount of the penalty is to be calculated, in accordance with section 7 of the **Monetary Units Act 2004**, by multiplying the number of penalty units applicable by the value of a penalty unit.

The value of a penalty unit for the financial year commencing 1 July 2013 is \$144.36.

The amount of the calculated penalty may be rounded to the nearest dollar.

The value of a penalty unit for future financial years is to be fixed by the Treasurer under section 5 of the **Monetary Units Act 2004**. The value of a penalty unit for a financial year must be published in the Government Gazette and a Victorian newspaper before 1 June in the preceding financial year.