



**Tenants  
Victoria**

# **FAMILY VIOLENCE PROTECTION TENANCY KIT**

**Guide to renters' rights**



## About Tenants Victoria

Tenants Victoria is the peak body for the state's renters, who number more than 2 million people. Our vision is for a safe, secure and affordable home for every Victorian renter in a fair housing system. For many renting is a permanent situation rather than a transition from the family home to home ownership. We believe all renters should be able to afford a home that allows them to live full lives and contribute to their communities.

Founded in the 1970s by renters, we aim to empower all renters and make sure their voices are heard in our advocacy. We work in partnership with other community legal centres and housing sector organisations, and strategically with government to inform policy development and enhance service delivery.

Our services include information, legal representation and advice, financial counselling, and outreach. We aim to make the housing system fairer in several ways. We advocate for practices and attitudes that respect renting and for policies and laws that support the rights of renters. We increase the skills of the community workers who assist renters. We provide information that encourages rental providers and real estate agents to act responsibly.

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Victorian Women's  Benevolent Trust

Investing in Women and Girls.

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## About this kit

This kit is designed for support workers and advocates who assist people affected by family violence or personal violence. The purpose of the kit is to help people in rental housing to know their rights, have a secure home and limit any financial loss. It has been updated in 2021 to incorporate the amendments to the *Residential Tenancies Act 1997* which came into effect on 29 March 2021.

The information in this kit is a guide only and should not be used as a substitute for professional legal advice.

The examples in the section [Applying to VCAT](#) in this kit are designed to help people affected by family or personal violence prepare their own VCAT applications. If there is a support worker or advocate assisting, detailed submissions specific to the person's needs should be included in the application and any supporting evidence, including letters from support workers or advocates, referenced in the application and attached.

### The law

*Residential Tenancies Act 1997* [\[AustLII website\]](#) is the main legislation for rental housing in Victoria.

*Family Violence Protection Act 2008* [\[AustLII website\]](#) is legislation for family violence in Victoria.

*Personal Safety Intervention Order Act 2010* [\[AustLII website\]](#) is legislation for intervention orders when the perpetrator is not a family member.

## List of definitions

**Family violence:** has the same meaning as under the *Family Violence Protection Act 2008* (Vic) and means behaviour by a person towards a family member of that person that:

- is physically or sexually abusive; or
- is emotionally or psychologically abusive; or
- is economically abusive; or
- is threatening; or
- is coercive; or
- in any other way controls or dominates the family member and causes that family member to feel fear for the safety or wellbeing of that family member or another person; or
- causes a child to hear or witness, or otherwise be exposed to the effects of the above behaviours.

**Personal violence:** has the same meaning as under the *Personal Safety Intervention Order Act 2020* (Vic), can be carried out by a person who is not a family member and means:

- assault; or
- sexual assault; or
- harassment; or
- property damage or interference; or
- making a serious threat; or
- stalking.

**Affected person:** the person who has been affected by family violence or personal violence

**Protected person:** how the person who has been affected by family violence or personal violence is referred to in the intervention order

**Specified person:** how the person who has been affected by family violence or personal violence is referred to under the *Residential Tenancies Act 1997* if they are applying to terminate a rental agreement or applying to terminate a rental agreement and create a new one in their name

**Perpetrator:** the person who committed family violence or personal violence

**Respondent:** how the person who committed family violence or personal violence is referred to in the intervention order

**Excluded renter:** how the person who committed family violence or personal violence is referred to in VCAT applications if they are excluded from the rental property in an intervention order

**Family violence intervention order:** a court order to protect the affected person from the perpetrator when the perpetrator is a family member, made under section 82 of the *Family Violence Protection Act 2008* (Vic)

**Personal violence intervention order:** a court order to protect the affected person from the perpetrator when the perpetrator is not a family member, made under section 67 of the *Personal Safety Intervention Orders Act 2010* (Vic)

**Family violence safety notice:** a safety notice under section 29 of the *Family Violence Protection Act 2008* (Vic)

**Recognised non-local DVO:** a prescribed order made in another state or country that is a recognised Domestic Violence Order under the *National Domestic Violence Order Scheme Act 2016* (Vic). This means that an order made in another state or country may be recognised in Victoria

**Exclusion condition:** part of an intervention order, safety notice or non-local DVO to stop the perpetrator going to a specific place (e.g., the rented home)

**Fixed-term rental agreement:** a rental agreement (lease) for an agreed period such as 12 months. Most rentals begin with a fixed term. When the fixed term is over, the rental agreement automatically continues as a periodic agreement unless someone ends the agreement, or a new fixed-term rental agreement is signed

**Periodic rental agreement:** a rental agreement (lease) with no end date that continues until someone ends the agreement. Most periodic rental agreements are month-to-month but they can also be week-to-week or fortnightly

**Rental provider:** the term ‘landlord’ has been changed to ‘rental provider’ under the *Residential Tenancies Act 1997*

**Renter:** the term ‘tenant’ has been changed to ‘renter’ under the *Residential Tenancies Act 1997*

**DFFH:** Department of Families, Fairness and Housing (Victoria)

**VCAT:** Victorian Civil and Administrative Tribunal

# Checklist

Deciding whether to stay or leave the family home is an important and personal decision for a person affected by family violence or personal violence. If they live in a rented home, here are some extra things to consider.

## Important questions to ask if the affected person lives in rented housing

### Do locks need to be changed to protect the affected person's safety?

It is possible to get the locks changed in rental housing in cases of family or personal violence – and it can be done quite quickly. See [Changing the locks](#) and [Changing the locks and other safety modifications \(public housing\)](#) in this kit.

### Is there an intervention order?

While some actions can be taken under the *Residential Tenancies Act 1997 (Vic)* without obtaining an intervention order, if there has been family or personal violence then getting an intervention order can give the affected person more options for rental housing. It can also help them avoid expensive early termination (lease-break) costs. See [Getting an intervention order](#) in this kit.

### Is there an exclusion condition in the intervention order?

An exclusion condition orders the perpetrator to stay away from specific places such as the rented home. See [Getting an intervention order](#) in this kit.

### Do they live in private, public or community housing?

If the affected person leaves the rented premises, they may need to go on a waiting list for public or community housing. If they live in public or community housing it may be better if the affected person can stay in the home. See [Staying in the rental property](#) in this kit.

### Do they know they have the right to stay?

It is important that the affected person is made aware that if they have experienced family and personal violence, they have the right to stay in their rented home, even if their name is not on the rental agreement. See [Staying in the rental property](#) in this kit.

### Whose name is on the rental agreement (lease)?

Is the affected person's name on the rental agreement? Is the perpetrator's name on the rental agreement? Are they both on the rental agreement? Is someone else on the rental agreement? In many cases, it is possible to change the names on a rental agreement.

Even if the affected person's name is not on the rental agreement, they can apply to end the existing rental agreement and start a new rental agreement in their name. See [Staying in the rental property](#) and [Leaving the rental property](#) in this kit.

## What are the dates on the rental agreement?

The dates on a rental agreement can help you work out what options the affected person has if their name is on the rental agreement, but the perpetrator's name is not. An affected person can apply to reduce the time left on a fixed-term rental agreement. See [Leaving the rental property](#) in this kit.

## Can they afford the rent and bills if they stay?

After safety, one of the most important things to consider when deciding if they can stay is whether they can afford to pay the rent and bills. See [Staying in the rental property](#) in this kit.

## Is there any damage caused by the perpetrator?

If the perpetrator has caused damage at the rental property, the affected person can argue that they could not prevent the damage and that they should not be responsible to pay for any damage. See [Who owes what when a rental agreement changes](#) and [Who owes what when the rental agreement ends](#) in this kit.

## Do they need support?

If the affected person needs support many different services can help:

### 1800RESPECT

The national counselling, support and information hotline open 24 hours

[1800respect.org.au](https://1800respect.org.au)

### Safe Steps

24/7 family violence response

[safesteps.org.au](https://safesteps.org.au)

### The Orange Door

A free service for adults, children and young people who are experiencing or have experienced family violence and families who need extra support with the care of children.

[orangedoor.vic.gov.au](https://orangedoor.vic.gov.au)

### Domestic Violence Resource Centre Victoria

A state-wide specialist family violence organisation.

[dvrcv.org.au](https://dvrcv.org.au)

### inTouch

A multicultural centre against family violence which provides services and programs about family violence issues in migrant and refugee communities.

[intouch.org.au](https://intouch.org.au)

## **Djirra**

Provides a family violence legal service for Aboriginal and Torres Strait Islander people by offering legal advice, representation and personalised support services.

[djirra.org.au](http://djirra.org.au)

## **Elizabeth Morgan House**

Provides support to Aboriginal and Torres Strait Islander women and children experiencing family violence from crisis to recovery programs.

[emhaws.org.au](http://emhaws.org.au)

## **Community legal centres**

Find a centre [FCLC website]

## **Victoria Legal Aid**

[legalaid.vic.gov.au](http://legalaid.vic.gov.au)

## **VCAT family violence support**

Call a VCAT family violence support worker on 03 9628 9856 during business hours.

Family Violence Support [VCAT website]

## **Do they need financial support?**

The affected personal may also be able to access financial support:

### **Rent Assistance**

Rent Assistance, a regular extra payment if they get certain payments from Centrelink and pay rent  
[Rent Assistance \[Services Australia website\]](#)

### **Private Rental Assistance Program**

Private Rental Assistance Program (PRAP) is available to eligible renters who are in financial hardship or survivors of family violence who will be able to sustain their rentals with some support

[Private Rental Assistance Program guidelines \[DFFH website\]](#)

### **Housing Establishment Fund**

The Victorian Government's Housing Establishment Fund assists eligible clients of the Transitional Housing Management and Homelessness Support program agencies for overnight or private rental accommodation, and for relocation and establishing housing

[Housing Establishment Fund \[DFFH website\]](#)

### **RentAssist**

RentAssist interest-free bond loans from the Victorian Department of Families, Fairness and Housing

[RentAssist \[HousingVic website\]](#)

## **National Debt Helpline**

Financial counselling for options on how to manage debts through the National Debt Helpline  
[ndh.org.au](https://ndh.org.au)

## **Utility Relief Grant Scheme**

The Departments of Families, Fairness and Housing's Utility Relief Grant Scheme for overdue utilities bills due to temporary financial hardship  
[Concessions – utility relief grant scheme \[DFFH website\]](#)

## **Assistance with utility bills**

[Trouble paying a bill \[EWOV website\]](#)  
[Help paying your electricity, gas and water bills \[NDH website\]](#)  
[Help paying bills \[Moneysmart website\]](#)  
[Concessions on energy bills \[DFFH website\]](#)

## **Concessions for unexpected hardship**

Access to other concessions through the Department of Families, Fairness and Housing for unexpected hardship  
[Concessions for unexpected hardship \[DFFH website\]](#)

## **No Interest Loans Scheme**

A no-interest loan from the No Interest Loans Scheme can assist low-income households to buy essential goods and services. Loans cannot be used to pay for food, rent, or bills  
[No Interest Loan Scheme \[NILS website\]](#)

## **Family Violence Flexible Support Packages**

Family Violence Flexible Support Packages help individuals with support, moving out of crisis, and stabilising and improving their safety, well-being and independence into recovery. They are managed by various service providers throughout Victoria  
[Family Violence Flexible Support Packages program requirements \[DFFH website\]](#)

## **Victims of Crime service**

Financial assistance through the Victorian Government's Victims of Crime service  
[Victims of Crime \[Victorian Government website\]](#)

### **Warning on payday loan companies**

It is important to advise affected persons not to use short term loans from payday loan companies because the companies' huge interest rates, fees and charges could get them deep into debt.

[Payday loans \[Moneysmart website\]](#)

## Getting an intervention order

An intervention order is a court order made to protect the affected person's safety.

It prohibits the perpetrator from doing certain things such as contacting or coming near the affected person. Intervention orders usually prohibit threatening behaviour such as stalking, verbal abuse, harassment and physical or sexual assault. They can also include an exclusion condition that prohibits the perpetrator going near specific addresses.

Breaking an intervention order can result in a criminal conviction and even prison.

### Types of orders and notices

- **Family violence intervention order (FVIO):** An order made by the court to protect someone from violence when the perpetrator is a family member. See the meaning of 'family member' in the *Family Violence Protection Act 2008*.
- **Personal safety intervention order (PSIO):** An order made by the court to protect someone from violence when the perpetrator is not a family member
- **Interim order:** An order made by the court for immediate protection until there is a hearing
- **Final order:** An order made by the court after evidence is presented at a hearing
- **Family violence safety notice:** A notice issued by police if they think that someone needs immediate protection. This can be issued at the family violence incident
- **Recognised non-local DVO:** A prescribed order made in another state or country that is a recognised Domestic Violence Order under the *National Domestic Violence Order Scheme Act 2016* (Vic). This means that an order made in another state or country may be recognised in Victoria

For the purposes of this publication a reference to an intervention order includes a reference to any of the above orders or notices, and includes both interim and final intervention orders.

### Does the affected person need an intervention order?

Getting an intervention order gives the affected person more options regarding their rental housing:

- **To get locks changed,** if they do not have an intervention order or an order from VCAT creating a rental agreement in their name that excludes the perpetrator, they might need to get the permission of the rental provider (landlord) first to change a lock in a master key system. See [Changing the locks](#) in this kit.
- **To make safety modifications to the property,** an intervention order is not required in circumstances of family violence. However, it may be required for some modifications in circumstances of personal violence. See [Other safety modifications](#) in this kit.
- **To prevent open house inspections,** an intervention order is required if the affected person wants to insist any inspections be done by private appointment rather than through an open inspection. See [Photos, videos and inspections](#) in this kit.

- **To object to advertising photos or videos**, where a photo or video may identify someone living at the property who is at risk of family or personal violence, an intervention order is not required. See [Photos, videos and inspections](#) in this kit.
- **To end the current rental agreement, remove the perpetrator's name and, if requested, create a new rental agreement (lease) in their name**, an intervention order is not necessary in the case of family violence. However, if the perpetrator is not a family member a personal safety intervention order is needed. See [Staying in the rental property](#) in this kit.
- **To reduce the time left on their fixed-term rental agreement and avoid expensive early termination (lease-break) costs**, it is possible to apply without an intervention order. However, it is usually easier if they have one, especially for the purposes of early termination costs, as VCAT may be satisfied a renter should not be liable for any compensation, or rental agreement-break costs, if there is an intervention order in place. See [Leaving the rental property](#) in this kit.
- **To get any belongings they left at the property**, they can ask for conditions to be included in the intervention order that gives them access to the property to do this. If the affected person obtains an order from VCAT terminating the rental agreement, VCAT can also include in the order that the rental provider allow the renter to access the rented premises to remove their belongings. See [Collecting belongings left at the premises](#) in this kit.

## How to get a family violence safety notice

The police can issue a family violence safety notice at any time if they believe that the affected person, their children or property requires immediate protection. The police will usually take the matter to the Magistrates' Court within 5 days of the notice being issued. The court will then either grant an intervention order or decide it is not necessary.

## How to get an intervention order

If the affected person is over 18, either the affected person, a police officer, or an adult with written consent from the affected person, can apply for an intervention order at their nearest Magistrates' Court. See the Magistrates' Court of Victoria website for more about [intervention orders](#) and to find your [nearest court](#). You can also [apply online](#) for a family violence intervention order.

If the affected person is under 18 and they are not covered by another intervention order, applications can be made at the Children's Court by the affected person if they are 14 or over, or by an adult on behalf of a child. You can find out how to [get an intervention order](#), download [intervention-order forms](#) and [find court locations](#) at the Children's Court of Victoria website.

### Useful links

Magistrates' Court Victoria: [mcv.vic.gov.au](http://mcv.vic.gov.au)

Children's Court of Victoria: [childrenscourt.vic.gov.au](http://childrenscourt.vic.gov.au)

## What to include in an intervention order

When you fill in an application for an intervention order you can choose from a list of conditions that you would like the court to include.

### Exclusion condition

If the affected person wants to stay in the property or is not sure what they want to do, it is important to get an exclusion condition in the order that prohibits the perpetrator from going to the rented premises. Here is an example exclusion condition:

The Court orders that the respondent must not:

Go to or remain within 200 metres of 10 Smith Street or any other place where a protected person lives, works or attends school/childcare.

The affected person can also apply to VCAT for orders to terminate a rental agreement and create a new rental agreement that does not include the perpetrator as a renter. An intervention order is not required for this type of application where there is family violence. However, if the violence is personal violence an intervention order will be required. See [Staying in the rental property](#) in this kit.

### Access to collect personal property

If the affected person has left the property quickly and left things behind, it is important any intervention order includes a condition giving them access to the property to collect their belongings. To reduce stress, it is probably best to have access when the perpetrator is not there. Here is an example of an access condition in an intervention order:

The Court orders that the respondent must:

be excluded from the rented premises between the hours of 9am-5pm on Tuesday 26 April 2016 to allow the protected person to collect their personal property (and take all reasonable steps to allow access to the property).

If the affected person obtains an order from VCAT terminating the rental agreement, VCAT can also include in the order that the rental provider allow the affected person to access the rented premises to remove their belongings.

### Need help?

For urgent help call 000

Victoria Police: [police.vic.gov.au](http://police.vic.gov.au)

1800RESPECT: [1800respect.org.au](http://1800respect.org.au)

Victoria Legal Aid: [legalaid.vic.gov.au](http://legalaid.vic.gov.au)

Community legal centres: [fclc.org.au](http://fclc.org.au)

## Changing the locks

An affected person may need to get the locks changed to ensure that they are secure and safe in their rented home.

For the purposes of this section a reference to a ‘VCAT termination and creation order’ refers to an order made by VCAT terminating an existing rental agreement (lease) in the perpetrator’s name and creating a new rental agreement in the affected person’s name.

### Do you need the rental provider’s consent?

#### Consent not needed

An affected person does not need the consent of the rental provider (landlord) to change:

- any external door or window lock if the lock is not part of a master key system – one master key that opens many locks
- any lock that is part of a master key system if they have:
  - an intervention order that excludes the perpetrator from the address
  - a VCAT termination and creation order

#### Consent needed

An affected person does need the rental provider’s consent to change a lock that is part of a master key system if they do not have:

- an intervention order, or they have an order, but it does not exclude the perpetrator from the address
- a VCAT termination and creation order

If the rental provider unreasonably refuses to give consent for a lock to be changed, a renter can apply to VCAT for an order that the consent of the rental provider is not required.

If an affected person is not sure if there is a master key system, it is best to check with the rental provider or agent before changing the locks.

### What if the affected person is not on the rental agreement?

If the affected person has an intervention order that excludes a renter from the address and they consider the property to be their home, they can get the locks changed even if their name is not on the rental agreement.

In addition, if an affected person is not on the rental agreement and wants to stay living at the property, they can apply to VCAT to have a rental agreement created in their name. See [Staying in the rental property](#) in this kit for more information.

## Who gets the new keys?

### Rental provider or agent

If the affected person changes the locks, they must give a copy of the new keys to the rental provider or agent as soon as possible.

If the lock changed is part of a master system, then the affected person also needs to give the rental provider, or agent, a copy of the intervention order if they do not have a VCAT termination and creation order.

The rental provider, or agent, must not give a key to the perpetrator if they have been excluded from the property by an intervention order (section 70A of the *Residential Tenancies Act 1997*) or where VCAT has made a termination and creation order (section 70B).

### Renters

If the affected person changes the locks, they must give a copy of the new keys to any other renters – except the perpetrator – as soon as possible.

### Perpetrator/excluded renter

If the perpetrator is excluded from the property in an intervention order the affected person does not have to give them a copy of the new keys even if the perpetrator's name is on the rental agreement.

If the perpetrator is not excluded from the rental property by an intervention order, and their name is on the rental agreement, the affected person must give them a copy of the new keys.

If the perpetrator is no longer excluded from the rental property because an intervention order has ended, and their name is on the rental agreement, the affected person must give them a copy of the new keys.

The rental provider or agent must not give a key to the perpetrator if:

- The affected person has given the rental provider or agent a certified extract or a copy of an intervention order that excludes the perpetrator from that address, or
- VCAT has made a termination and creation order.

## Privacy regarding the intervention order or safety notice

The rental provider must not give a copy of the intervention order to anyone except the rental provider's agent or legal representative.

The rental provider's agent must not give a copy of the intervention order to anyone except the rental provider or rental provider's legal representative.

## Paying for the new locks

Affected persons may get financial help to change the locks and for other expenses. See the Victorian Government's Victims of Crime [website](#) or the Domestic Violence Resource Centre Victoria [website](#). See also [Do they need financial support?](#) in this kit.

## Public housing

If the affected person lives in public housing, the Department of Families, Fairness and Housing (DFFH) might pay for the locks to be changed. See [Changing the locks and other safety modifications \(public housing\)](#) in this kit.

### Useful links

Victims of Crime: [victimsofcrime.vic.gov.au](http://victimsofcrime.vic.gov.au)

Domestic Violence Resource Centre: [dvrcv.org.au](http://dvrcv.org.au)

### The law

Locks: Section 70, Residential Tenancies Act 1997 [AustLII website].

Locks and intervention orders: Section 70A, Residential Tenancies Act 1997 [AustLII website]

Locks and new rental agreements for affected persons: Section 70B, Residential Tenancies Act 1997 [AustLII website]

Application to VCAT to change locks without consent: Section 71, Residential Tenancies Act 1997 [AustLII website]

## Other safety modifications

In addition to changing locks, an affected person may want to make other changes to their home to ensure they are secure and safe.

However, keep in mind that if a renter changes anything at the property they will be responsible for restoring the property to its original condition, save for fair wear and tear, when they move out – unless the rental provider (landlord) has otherwise agreed. Renters should try to reach an agreement with the rental provider that modifications can remain after they move out, and ensure it is in writing.

### Is the rental provider's consent needed?

#### Consent not needed

A renter can make some safety modifications to their homes without needing the rental provider's consent – provided the home is not heritage listed. These include:

- Installing security lights, alarm systems and security cameras that do not impact on the privacy of neighbours – for example, making sure lights or cameras do not face directly into a neighbour's home – and that are not hardwired and are easy to remove
- Installing non-permanent window film to increase privacy
- Replacing curtains, provided the original curtains are kept
- Installing a lock on a letterbox

#### Intervention order required?

An intervention order is not required for any of the above modifications.

#### Consent needed

A renter will need to get the rental provider's consent for some other modifications, but the consent cannot be unreasonably refused.

A rental provider may require that any modification allowed under the *Residential Tenancies Act 1997* be completed by a suitably qualified person.

Such modifications include:

- Installation of a security system by a qualified installer, provided the renter keeps the invoice, and the privacy of the neighbours is not impacted
- Installing a secure letterbox
- Changes to secure external gates, provided the property is not a multi-unit dwelling
- Changes that do not penetrate or permanently modify the property
- Changes required for health and safety reasons
- Changes that give access to telecommunications services
- Changes for reasonable security measures
- Changes necessary to ensure the safety of a renter listed on a rental agreement who is, or has been, subjected to family or personal violence by another renter on the rental agreement

### **Intervention order required?**

For the last set of changes in the above list, which are those necessary to ensure the safety of a renter who is, or has been, subjected to family or personal violence by another renter on the rental agreement, an intervention order is required where there is personal violence. An intervention order is not required where there is family violence.

No intervention order is required for any of the other modifications that require the rental provider's consent in the above list.

### **Consent unreasonably refused**

If the rental provider unreasonably refuses to give their consent for a modification to be made a renter can apply to VCAT for an order that the consent of the rental provider is not required. The application must be heard by VCAT within 5 business days.

If an application has been made about the same issue under the *Equal Opportunity Act 2010* it cannot also be made to VCAT under its Residential Tenancies List.

### **Consent reasonably refused**

There are some circumstances in which it is considered reasonable for a rental provider to refuse to give their consent. These include if:

- A valid notice to vacate has been given advising there will be an upcoming change of possession, use or ownership of the property
- The modification would significantly change the property or would require further modifications to other properties or common areas
- The modification would result in any additional maintenance costs for the rental provider if it was not restored to its original condition at the end of the rental agreement (lease)
- It would not be reasonably practicable to restore the property to its original condition after the modification has been made

## **Restoring the property**

At the end of the rental agreement a renter who has made any modifications to the property, even with the rental provider's written consent, must:

- Restore the property to the condition it was in immediately before the modification was made, 'fair wear and tear' excepted, or
- Pay the rental provider an amount equal to the reasonable cost of restoring the property to that condition

Unless:

- The rental provider says this is not required or there is an agreement in place between the rental provider and renter that this does not need to be done.

Therefore, before making any modifications it is preferable that the renter should get a clear, written agreement with the rental provider that when they leave that they do not have to remove any safety features or modifications made to the property, or pay to have them removed.

## Additional bond amount

The rental provider may ask the renter to pay an additional amount of bond if they do not agree that the renter is not required to restore the property to the condition it was in before the modifications were made.

However, they cannot ask for an additional bond amount in any of these circumstances:

- The amount is less than \$500
- The amount is not proportionate to the reasonable cost of restoring the property
- The rental provider has agreed that the modification is funded by a scheme under a condition that the rented premises does not need to be restored

### The law

Modifications to rented premises: [Section 64, Residential Tenancies Act 1997 \[AustLII website\]](#)

Modifications not needing consent: [Regulation 26, Residential Tenancies Regulations 2021 \[AustLII website\]](#)

Modifications that cannot be unreasonably refused: [Regulation 28, Residential Tenancies Regulations 2021 \[AustLII website\]](#)

## Other resources

If the affected person needs financial assistance to make safety modifications to their home the support services listed in the [Checklist](#) section of this kit may be able to assist.

For a full list of all modifications that can be made by renters see [Modifications](#) on the Tenants Victoria website.

# Photos, videos and inspections

## Photos and videos

An affected person can object to photos or videos intended for advertising being taken, if they might identify someone living at the property who is at risk of family or personal violence.

No intervention order is required to make the objection, but the objection must be in writing and given to the rental provider (landlord) or agent.

Once this written notice has been given, the rental provider or agent must not take any photos or videos that the affected person has objected to. If any photos or videos are taken, the affected person can ask to review them before they are used to advertise the property to ensure they do not reveal anything that the affected person has objected to.

If the affected person has asked to review any photos or video the rental provider, or agent, must not use them before they have been reviewed and the affected person has given their written consent that they can be used.

If it has been more than 12 months since photos or videos were taken for advertising purposes, the rental provider or the agent must get the affected person's written consent before they can be used.

If a photo or video was taken for a reason other than for advertising, such as a photo taken during a routine inspection, and the rental provider or their agent want to use these for advertising purposes, they must get the affected person's written consent beforehand.

## Open house inspections

If the affected person is a protected person under an intervention order, the law allows them to require any inspection held at the property be by appointment only and not by an open inspection.

## Restraining orders and reporting breaches

If the rental provider, or their agent, breach these laws the affected person can apply to VCAT for a restraining order to restrict entry to their home and to prevent photos and videos being publicly used. See [Examples: other VCAT orders](#) in this kit.

The affected person can also report breaches of the law to Consumer Affairs Victoria, which can issue an infringement notice to the rental provider, or agent, if they have failed to follow the law.

### The law

Grounds of entry: [Section 86, Residential Tenancies Act 1997 \[AustLII website\]](#)

Rental provider may enter rented premises to produce advertising images and videos: [Section 89A, Residential Tenancies Act 1997 \[AustLII website\]](#)

VCAT powers: [Section 472, Residential Tenancies Act 1997 \[AustLII website\]](#)

## Staying in the rental property

Sometimes the best or only option for an affected person is to stay in their current rental home, even if the perpetrator knows their address. This is often the case in regional areas and in public and community housing.

### Paying the rent and bills

If the affected person has been sharing the payments for rent and bills with the perpetrator it could be too expensive for them to cover the whole lot on their own. There might be someone else who can move in to share the expenses. Or there might be family or friends who can help.

They can also call the gas, electricity, water, telephone and internet providers to work out a payment plan or no-interest no-fee loans due to financial hardship.

There are also various organisations who may be able to provide financial support: see [Do they need financial support?](#) in this kit.

#### Warning on payday loans

It is important to advise affected persons not to use short term loans from payday loan companies because the companies' huge interest rates, fees and charges could get them deep into debt.

[Payday loans](#) [Moneysmart website]

### Changing the rental agreement (lease) for the affected person to stay

If the affected person's name is on the rental agreement and perpetrator's name is not, then the rental agreement does not need to be changed.

If perpetrator's name is on the rental agreement, the affected person has two options.

#### Option 1: transfer the rental agreement into their name (assignment)

The affected person can ask the perpetrator to transfer (assign) the rental agreement into their name. Often this is a difficult option because it requires consent from the perpetrator and the rental provider (landlord). But sometimes it can be as simple as changing the names on the current rental agreement with the changes signed by the renters and the rental provider. To find out more see [Lease transfers and subletting](#) on the Tenants Victoria website.

#### Option 2: apply to VCAT for a new rental agreement – section 91V

The affected person can apply to VCAT for orders:

- Ending the existing rental agreement with the perpetrator's name on it

- Creating a new rental agreement in the affected person's name, and the name of any other person they want to live with [section 91V of the *Residential Tenancies Act 1997*]

The affected person can make this application if they consider the rented housing their main home, even if their name is not on the existing rental agreement. They can apply if the existing rental agreement is fixed-term or periodic.

This could be an easier option because the perpetrator does not need to agree.

VCAT must schedule a hearing within 3 business days, or if this is not possible, no later than the next available sitting day. See [Applying to VCAT](#) and [Example: end or create a new agreement](#) in this kit.

The application can be made without the consent of the rental provider or any other person who is on the rental agreement.

If the affected person is a child, the application can be made by the child's parent or guardian who lives at the rented premises with the child.

To make the order VCAT must be satisfied that:

- The affected person can afford the rent and can comply with the rental agreement and their duties under the *Residential Tenancies Act 1997*, and
- The affected person or their children, would likely suffer severe hardship if a new rental agreement were not made, and
- This hardship would be more than any hardship the rental provider would suffer if the order were made

VCAT also needs to be satisfied that it is reasonable to make the order given the:

- Length of any exclusion of a perpetrator from the rented premises and the length of the existing rental agreement, and
- Interests of any other renters (except an excluded perpetrator) under the existing rental agreement and in particular, whether the other renters, if any, support the affected person's application

### **New rental agreement terms**

If VCAT orders a new rental agreement to be created, the rent amount and frequency of payments will be the same as in the existing rental agreement.

If the existing agreement is a fixed-term rental agreement, the new agreement will also be a fixed-term rental agreement and will not run for longer than the existing agreement. It will be on the same terms and conditions as the existing rental agreement, although VCAT can also make changes to the new rental agreement.

The existing rental agreement ends when the new rental agreement is signed.

### **What is needed to apply**

To apply to VCAT for a new rental agreement:

- The perpetrator must be on the existing rental agreement

- The affected person must be either be on the existing rental agreement or living in the rented premises as their main, or only, home
- The affected person must be able to afford the rent and be able to comply with the rental agreement and any obligations under the *Residential Tenancies Act 1997*.

### **Is an intervention order required?**

An intervention order is:

- Not required where there is family violence, though it may be preferable to have one in place that excludes the perpetrator from the property
- Required where there is personal violence, and it may be preferable that the order excludes the perpetrator from the property.

Even where an intervention order is not be required VCAT will take into account:

- Whether an application for an intervention order has been made
- If there is an order, whether the perpetrator is excluded under that order
- Other evidence of family or personal violence, including support letters, reports, written statements from particular people, bank statements, photo or video evidence, emails and text messages, oral evidence about where the affected person has been staying or living, the risk to the affected person or their children, whether the perpetrator has been arrested, charged or released on bail and any other matters VCAT considers relevant.

### **Rights in other types of housing**

Similar rights also apply for rooming houses under section 142S, and caravan parks under sections 206AG and 207M of the *Residential Tenancies Act 1997*.

### **Cross-examination by the perpetrator**

Unless VCAT gives permission, the perpetrator is not allowed to cross-examine the affected person at the hearing. Even if VCAT does give permission, it can impose conditions on the questions that can be asked.

### **Support person**

An affected person can have someone at a VCAT hearing to support them. This may be a lawyer, social worker, friend, relative or any other person the affected person chooses.

VCAT also has a family violence support worker available to assist affected persons. The support worker can help with understanding the VCAT process, completing the application form, connecting with other services for ongoing support and in some circumstances, support during the VCAT hearing and providing facilities for remote witnesses.

To contact the support worker, call 03 9268 9856 or VCAT's reception on 1300 01 8228.

## Who owes what when a rental agreement changes

If there is any unpaid rent, unpaid bills or damage to the rental property, the affected person can ask VCAT to decide who has to pay for what. Usually, it is the joint responsibility of all renters, but VCAT can decide whether the affected person, the perpetrator or any other renter is liable together, or separately.

If the perpetrator is responsible for any unpaid rent, bills or damage, the affected person can ask VCAT to order that the perpetrator is liable for these costs, and not the affected person.

### Inspection for damages

If the affected person asks VCAT to decide who pays for any damage, VCAT may adjourn (postpone) the hearing for an inspection of the rental property. This usually happens so that the rental provider can check for any damage.

If the perpetrator is excluded from the rental property by an intervention order, they must not attend the inspection. However, they can arrange for a representative to attend.

They must give the name of the representative to the rental provider or real estate agent.

If VCAT decides to adjourn for an inspection, it is a good idea to ask for an order that the perpetrator must also provide the name of their representative to the affected person before the inspection.

## The bond

VCAT can also make orders about the bond, including orders that the perpetrator's share of the bond be used to pay for unpaid rent bills or damage, and not the affected person's share of the bond.

### The law

Assignment of rental agreement: [Section 81, Residential Tenancies Act 1997 \[AustLII website\]](#)

Renter can apply to VCAT for order that consent is not required for an assignment: [Section 82, Residential Tenancies Act 1997 \[AustLII website\]](#)

Termination and new rental agreement applications to VCAT: [Section 91V, Residential Tenancies Act 1997 \[AustLII website\]](#)

VCAT orders – termination and new rental agreements can be ordered: [Section 91W, Residential Tenancies Act 1997 \[AustLII website\]](#)

Matters VCAT can consider when determining termination and new rental agreement applications: [Regulation 36, Residential Tenancies Regulations 2021 \[AustLII website\]](#)

Cross-examinations: [Section 91Y, Residential Tenancies Act 1997 \[AustLII website\]](#)

Support persons: [Section 63A, Victorian Civil and Administrative Tribunal Act 1998 \[AustLII website\]](#)

VCAT may determine parties' liabilities: [Section 91X, Residential Tenancies Act 1997](#) [[AustLII website](#)]

Entry for inspection for damages: [Section 86, Residential Tenancies Act 1997](#) [[AustLII website](#)]

Termination and new rooming house agreement applications to VCAT (rooming house): [Section 142S, Residential Tenancies Act 1997](#) [[AustLII website](#)]

Termination and new agreement applications to VCAT (caravan and caravan park): [Section 206AG, Residential Tenancies Act 1997](#) [[AustLII website](#)]

Termination and new site agreement applications to VCAT (part 4A): [Section 207M, Residential Tenancies Act 1997](#) [[AustLII website](#)]

## Leaving the rental property

Leaving a tenancy early can be expensive. Following these tips can help limit any extra costs.

### Staying instead of leaving

Before they leave the rental property, it is important the affected person is made aware that they have the option to stay. See [Staying in the rental property](#) in this kit.

There are also steps they can take to make it safer to stay. See [Changing the locks](#) and [Other safety modifications](#) in this kit.

### Do not return the keys too early

It is very important that the affected person does not return the keys too early.

If all renters move out and return the keys to the rental provider (landlord), this means the rental agreement will be ended and VCAT will be unable to make orders to terminate or reduce it. If this happens in a fixed-term rental agreement (lease) it is likely the rental provider will ask the renter to pay early termination (lease-break) costs.

If the affected person has a fixed-term rental agreement and applies to VCAT to terminate or reduce it, they will still need to pay rent while they are waiting for the VCAT hearing. Depending on how long they have left of their fixed-term rental agreement, the cost of paying rent while waiting for a VCAT hearing will likely be less than they could be asked to pay for breaking their rental agreement.

### Ending the rental agreement when you want to leave

The three important things to find out are:

- Is the rental agreement fixed-term or periodic? A fixed-term agreement is for a specified period such as 12 months. A periodic agreement has no end date until someone ends it. It usually runs month to month, but can also be fortnightly or weekly
- Whose names are on the rental agreement?
- Is there an intervention order in place?

Knowing these things can help the affected person decide which of the following 5 options is the best option for them if they want to end their rental agreement and move out.

#### Option 1 – give notice

##### 28 days notice

The affected person can write to the rental provider to give notice of their intention to vacate the property if:

- They are on the rental agreement
- The perpetrator is not on the rental agreement

- The agreement is periodic, or if it is fixed-term and there are less than 28 days left on the agreement.

They must include the date they intend to move out and return the keys, which must be at least 28 days from the day the rental provider receives the notice. If sending the notice by mail, they should add extra days for the mail to be delivered. See the Australia Post website for delivery times.

### By post

Delivery times [\[Australia Post website\]](#)

### Reduced notice – 14 days

In some circumstances the affected person may be able to give a reduced 14-day notice of their intention to vacate regardless of whether their intended move-out date is before any fixed-term agreement they have is due to end. These circumstances are where:

- They have special or care needs and must leave to get care – evidence is required
- They receive an offer from the Director of Housing (the rental provider for Victoria’s public housing, or the rental provider of a community house – evidence is required
- They need to access temporary crisis accommodation – evidence is required
- The rental provider has given them a notice of intention to sell and they were not notified of this before they started their rental agreement: see the notice on the Consumer Affairs Victoria [website](#)

The affected person can also give a reduced 14-day notice of intention to vacate to the rental provider if they have been given notices to vacate for any of the reasons below. However, if they have a fixed-term agreement and their intended move-out date is before the fixed-term is due to end the rental provider may be able to claim costs for early termination (lease breaking).

- Repairs or renovations
- Demolition
- Use of premises to be changed to a business rather than a residential rental property
- The property is to be occupied by the rental provider or a dependent member of their family
- Sale
- The property is a public housing property and is required for a public purpose
- End of the initial fixed-term agreement
- The renter no longer meets public housing eligibility, if they are renting a public housing property

Even though a renter has a right to leave early if a rental provider has given them a notice to vacate, it is important to note that the notice to vacate may be able to be challenged if they want to stay. See [Notice to vacate](#) on the Tenants Victoria website.

### Option 2 – get the rental provider’s okay

If the rental provider and any other renters agree, in writing, the rental agreement can be ended early.

This may not be the best option because all renters need to agree, including the perpetrator if their name is on the rental agreement.

The rental provider might also ask for early termination (lease-break) costs in exchange for giving their agreement.

### Option 3 – transfer the rental agreement to someone else (assignment)

The affected person can transfer (assign) the rental agreement, or their part of the rental agreement, to another person. This may not be the best option if the perpetrator is also on the rental agreement, as the affected person will need their agreement, and the agreement of anyone else on the rental agreement.

The rental provider's consent is also required.

The steps the affected person needs to take are:

1. **Get consent in writing.** The rental provider, existing renters and new renters all need to agree. The rental provider cannot unreasonably withhold consent.
2. **Get the bond money from the new renter or other renters who are staying.** It is a good idea to do this before you transfer the bond, because if the affected person's name is taken off the bond they have no right to the bond money held at the Residential Tenancies Bond Authority (RTBA).
3. **Transfer the bond to the new name.** Everyone involved needs to sign a renter transfer form. Then the form must be given to the Residential Tenancies Bond Authority, which can be done via the [RTBA website](#).

The renter should make sure that they do not assign the rental agreement to someone else without the rental provider's consent, as this will be a breach of the renter's obligations under the rental agreement and the *Residential Tenancies Act 1997*.

If the rental provider unreasonably withholds their consent the affected person can apply to VCAT for an order that their consent is not required. For more information, see [Lease transfers and subletting](#) on the Tenants Victoria website.

### Option 4 – apply to VCAT to terminate the rental agreement (section 91V)

If the perpetrator is on the rental agreement, an affected person can apply to VCAT to end the current rental agreement, whether it is fixed-term or periodic. See section 91V in the *Residential Tenancies Act 1997*.

This could be an easier option as the affected person does not need to get the perpetrator to agree.

VCAT must hear the application within 3 business days, or if this is not possible, no later than VCAT's next available sitting day. See [Applying to VCAT](#) and [Example: end or create a new agreement](#) in this kit.

The application can be made without the consent of the rental provider or any other person who is on the rental agreement.

If the affected person is a child, the application can be made by the child's parent or guardian who lives at the rented premises with the child.

To make the order VCAT must be satisfied that:

- The affected person or their children, would likely suffer severe hardship if the rental agreement were not terminated, and
- This hardship would be more than any hardship the rental provider would suffer if the order were made

VCAT also needs to be satisfied that it is reasonable to make the order under the existing agreement, given the interests of any other renters (except the perpetrator if they are excluded under an intervention order) and, in particular, whether the other renters, if any, support the affected person's application.

If VCAT makes an order terminating the rental agreement it will end on the date VCAT specifies in the order.

### **Is an intervention order required?**

An intervention order is:

- Not required where there is family violence, though it may be preferable to have one in place that excludes the perpetrator from the property
- Required where there is personal violence, and it may be preferable that the order excludes the perpetrator from the property

Even where an intervention order may not be required VCAT will take into account:

- Whether an application for an intervention order has been made
- If there is an order, whether the perpetrator is excluded under that order
- Other evidence of family or personal violence including support letters, reports, written statements from particular people, bank statements, photo or video evidence, emails and text messages, oral evidence about whether the affected person has been staying or living, the risk to the affected person or their children, whether the perpetrator has been arrested, charged or released on bail and any other matters VCAT considers relevant.

### **Rights in other types of housing**

Similar rights also apply for rooming houses under section 142S and caravan parks under sections 206AG and 207M of the *Residential Tenancies Act 1997*.

### **Cross-examination by the perpetrator**

Unless VCAT gives permission, the perpetrator is not allowed to cross-examine the affected person at the hearing. Even if VCAT does give permission, it can impose conditions on the questions that can be asked.

### **Support person**

An affected person can have someone at a VCAT hearing to support them. This may be a lawyer, social worker, friend, relative or any other person the affected person chooses.

VCAT also has a family violence support worker available to assist affected persons. The support worker can help with understanding the VCAT process, completing the application form, connecting with other

services for ongoing support and in some circumstances, support during the VCAT hearing and providing facilities for remote witnesses. To contact the support worker, call 03 9268 9856 or VCAT's reception on 1300 01 8228.

### **Option 5 – apply to VCAT for a reduction or termination of the rental agreement (section 91U)**

If the perpetrator is not on the rental agreement, the affected person can still apply to VCAT to terminate their agreement under section 91U of the *Residential Tenancies Act 1997*, but the application will be different to the application set out at 4.

#### **If the perpetrator is on the rental agreement**

If the perpetrator is on the rental agreement, it is preferable for the affected person to make an application to terminate the rental agreement under section 91V as section 91V applications must be listed within 3 business days and will allow VCAT to address any issues with remaining occupants or renters and any issues about the liability of costs. Further, the rental provider cannot claim compensation from the renter for the agreement ending early.

An affected person can apply to VCAT for an order that the fixed-term of their rental agreement be reduced or that their agreement be terminated before the end of the fixed-term on the grounds that they are experiencing severe hardship.

The application can be made without the consent of the rental provider or any other person who is on the rental agreement.

The affected person must be:

- On the rental agreement
- Able to show that they have had an unforeseen change in their circumstances which has caused them severe hardship

Generally, family or personal violence will meet the threshold for severe hardship as required by section 91U, if it can be shown that there is sufficient evidence of family or personal violence.

To make the order VCAT must be satisfied that:

- The affected person or their children would likely suffer severe hardship if the agreement were not reduced or terminated, and
- This hardship would be more than any hardship the rental provider would suffer if the order were made

If VCAT makes an order that the rental agreement can be reduced or terminated the order will include the date the agreement ends and whether any compensation is to be paid to the rental provider for the agreement ending early. See [Compensation and early termination \(lease-break\) costs](#) in this kit.

### **VCAT will not backdate the end of the agreement**

VCAT will not backdate the end of the rental agreement. The affected person will have to pay rent until the date they get the VCAT order, even if they have moved out.

Do not return the keys to the rented premises until the VCAT decision is made.

### **Is an intervention order required?**

An intervention order is not required, but it may be easier to get the rental agreement reduced or terminated if there is an intervention order in place, as VCAT will usually take this as evidence on face value of family or personal violence.

See [Applying to VCAT](#) and [Example: end a fixed-term rental agreement due to hardship](#) in this kit.

### **Rights in other types of housing**

Similar rights also apply to reduce the fixed term for caravan park site agreements under section 207L of the *Residential Tenancies Act 1997*.

## **Who owes what when the rental agreement ends**

### **Perpetrator on the agreement - termination applications (section 91V)**

If the perpetrator is listed on the rental agreement and the affected person applies to terminate the agreement under section 91V, and there is unpaid rent, unpaid bills, damage or other costs, they can ask VCAT to decide who has to pay for what.

Usually, it is the joint responsibility of all renters, but VCAT can decide whether the affected person, the perpetrator or any other renter is liable together or separately.

VCAT can also make orders about the bond, so the affected person should ask VCAT to make orders protecting their share of the bond at the time they make this application.

For more information see [Bonds](#) and [Orders about unpaid rent, bills, damage and bonds](#) in this kit.

### **Perpetrator not on the agreement**

If there is damage at the property, caused by a perpetrator who is not on the agreement, the affected person can argue that they were not able to prevent this damage occurring due to family or personal violence.

They can also argue that the perpetrator was not their invited visitor, especially if they have an intervention order.

Affected persons can also ask VCAT to make orders protecting their bonds against the actions of perpetrators. For more information see [Bonds](#) in this section of this kit.

## Giving evidence about damages to VCAT

The affected person must be prepared to give evidence to VCAT that shows the perpetrator caused the damage, such as a police report or verbal evidence from the affected person or another witnesses.

## Compensation and early termination (lease-break) costs

### Termination applications under section 91V

If an application is made to terminate the rental agreement under section 91V, and VCAT agrees it can be terminated, the rental provider cannot make a claim for compensation for the agreement ending early.

### Reduction or termination applications under section 91U

If, however, an application is made to reduce or terminate the rental agreement under section 91U, the rental provider may ask VCAT to include orders compensating them for the agreement ending early.

#### Compensation orders should not favour rental provider

Tenants Victoria believes that it is entirely inappropriate that an affected person has to pay compensation to the rental provider. We encourage you to advocate strongly against compensation orders that favour the rental provider.

### Early termination without consent or a VCAT order

If the affected person terminates their rental agreement before the end of the fixed term without the rental provider's agreement or a VCAT order, the rental provider may ask for compensation. This could include compensation for loss of rent and advertising and reletting fees.

## Bonds

VCAT can make orders to protect the affected person's bond.

### Termination applications (section 91V)

If the affected person applies to terminate the rental agreement under section 91V, they should ask VCAT to make orders protecting their bond at the same time. VCAT can make orders about who is liable for any damage or other costs, such as unpaid rent, as well as orders about the bond when an application under section 91V has been made.

### Other protections

If the rental agreement has ended another way there are other provisions of the *Residential Tenancies Act 1997* that the affected person can rely on to help protect their bond.

### Perpetrator on the rental agreement

If a bond application has been made to VCAT, it can make an order under section 420A that:

- Protects the affected person's share of the bond, and

- Makes the perpetrator liable for any damage or other losses of the rental provider, such as unpaid rent

An intervention order is not required, nor proof that the perpetrator has been convicted of an offence.

### **Perpetrator not on the rental agreement**

If a bond application has been made to VCAT, it can make an order under section 420B that the affected person is not liable for any damage or other losses of the rental provider, if these were caused by the perpetrator's actions.

An intervention order is required if the perpetrator is not on the rental agreement.

## **Collecting belongings left at the premises**

If the renter applies to VCAT under section 91V of the *Residential Tenancies Act 1997* for an order to terminate the rental agreement, VCAT may also include an order that the rental provider or the agent must allow the renter to access the rented premises to remove their belongings.

### **The law**

Renter's notice of intention to vacate: [Section 91Z, Residential Tenancies Act 1997](#) [AustLII website]

Reduced notice of intention to vacate: [Section 91ZB, Residential Tenancies Act 1997](#) [AustLII website]

Damage: [Section 61, Residential Tenancies Act 1997](#) [AustLII website]

Termination by agreement: [Section 91C, Residential Tenancies Act 1997](#) [AustLII website]

Termination by consent: [Section 91D, Residential Tenancies Act 1997](#) [AustLII website]

Assignment of rental agreement: [Section 81, Residential Tenancies Act 1997](#) [AustLII website]

Renter can apply to VCAT for order that consent is not required for an assignment: [Section 82, Residential Tenancies Act 1997](#) [AustLII website]

Termination and new rental agreement applications to VCAT: [Section 91V, Residential Tenancies Act 1997](#) [AustLII website]

VCAT orders – termination and new rental agreements can be ordered: [Section 91W, Residential Tenancies Act 1997](#) [AustLII website]

Matters VCAT can consider when determining termination and new rental agreement applications: [Regulation 36, Residential Tenancies Regulations 2021](#) [AustLII website]

Cross-examinations: [Section 91Y, Residential Tenancies Act 1997](#) [AustLII website]

Support persons: [Section 63A, Victorian Civil and Administrative Tribunal Act 1998](#) [AustLII website]

VCAT may determine parties' liabilities: [Section 91X, Residential Tenancies Act 1997](#) [[AustLII website](#)]

Reduction of fixed-term rental agreement by VCAT (hardship): [Section 91U, Residential Tenancies Act 1997](#) [[AustLII website](#)]

Order about bond if renter is a victim of family or personal violence and perpetrator is a renter: [Section 420A, Residential Tenancies Act 1997](#) [[AustLII website](#)]

Order about bond if renter is a victim of family or personal violence and perpetrator is not a renter: [Section 420B, Residential Tenancies Act 1997](#) [[AustLII website](#)]

Termination and new rooming house agreement applications to VCAT (rooming house): [Section 142S, Residential Tenancies Act 1997](#) [[AustLII website](#)]

Termination and new agreement applications to VCAT (caravan and caravan park): [Section 206AG, Residential Tenancies Act 1997](#) [[AustLII website](#)]

Termination and new site agreement applications to VCAT (part 4A): [Section 207M, Residential Tenancies Act 1997](#) [[AustLII website](#)]

Reduction of fixed term site agreement (part 4A): [Section 207L, Residential Tenancies Act 1997](#) [[AustLII website](#)]

## Challenging a notice to vacate

If an affected person is given a notice to vacate for an act or breach that was caused by someone who subjected them to family or personal violence, they can apply to VCAT to challenge it.

Challenges on the grounds of family or personal violence can be made for the following notices to vacate:

- Damage
- Danger
- Threats and intimidation
- Failure to follow a VCAT order
- Breaching a duty after having received two previous breach-of-duty notices for the same breach
- Using the property for an illegal purpose
- Drug related conduct in public housing

The notice to vacate can be challenged at, or before, a VCAT possession order hearing.

### Rights in other types of housing

Similar rights also apply for rooming houses under section 142ZZ and caravan parks under sections 206AZO and 207ZN of the *Residential Tenancies Act 1997*.

## Early challenges to notices to vacate

If the affected person challenges the notice to vacate before the rental provider (landlord) has applied for a possession order to direct the renter to leave, the application to challenge the notice needs to be made within 30 days of it being given to the affected person.

VCAT must make an order that the notice to vacate is invalid if it is satisfied that the affected person has been, or is being, subjected to family or personal violence, and the act or breach for which the notice was given was caused by the perpetrator of that violence.

## Challenges at a possession order hearing

If the affected person does not challenge the notice to vacate early and the rental provider applies for a possession order, the affected person can still challenge the notice to vacate at that hearing.

Before VCAT can make a possession order it must decide if the rental provider had grounds to give the notice to vacate and if it is 'reasonable and proportionate' to end the tenancy and grant a possession order.

VCAT must also consider factors including:

- Whether the breach was caused by someone else who is not a renter
- Any family violence or personal violence intervention orders or related matters
- Anything else VCAT thinks is relevant

For more information see [Notice to Vacate](#) and [Eviction](#) on the Tenants Victoria website.

## The law

Renter may challenge a notice to vacate on grounds of family or personal violence: [Section 91ZZU, Residential Tenancies Act 1997 \[AustLII website\]](#)

What can VCAT order?: [Section 91ZZV, Residential Tenancies Act 1997 \[AustLII website\]](#)

Damage: [Section 91ZI, Residential Tenancies Act 1997 \[AustLII website\]](#)

Danger: [Section 91ZJ, Residential Tenancies Act 1997 \[AustLII website\]](#)

Threats and intimidation: [Section 91ZK, Residential Tenancies Act 1997 \[AustLII website\]](#)

Failure to comply with a VCAT order: [Section 91ZO, Residential Tenancies Act 1997 \[AustLII website\]](#)

Successive breaches by renter: [Section 91ZP, Residential Tenancies Act 1997 \[AustLII website\]](#)

Use of premises for illegal purpose: [Section 91ZQ, Residential Tenancies Act 1997 \[AustLII website\]](#)

Drug-related conduct in public housing: [Section 91ZR, Residential Tenancies Act 1997 \[AustLII website\]](#)

What is reasonable and proportionate: [Section 330A, Residential Tenancies Act 1997 \[AustLII website\]](#)

Resident may challenge a notice to vacate on grounds of family violence or personal violence (rooming house): [Section 142ZZ, Residential Tenancies Act 1997 \[AustLII website\]](#)

Resident may challenge a notice to vacate on grounds of family violence or personal violence (caravan park): [Section 206AZO, Residential Tenancies Act 1997 \[AustLII website\]](#)

Site tenant may challenge a notice to vacate on grounds of family violence or personal violence (part 4A): [Section 207ZN, Residential Tenancies Act 1997 \[AustLII website\]](#)

## Rental database listings

### Prohibited listings

Tenant databases, sometimes referred to as ‘blacklists’, are run by private companies which collect information about renters and make it available to rental providers (landlords), real estate agents and renters, usually for a fee.

A rental provider, or database operator, must not list information about an affected person in a rental database in these circumstances:

- Breaching a rental agreement (lease) where the breach was due to an act or circumstance of family or personal violence
- Where VCAT has made an order terminating or creating a new rental agreement for the affected person where there is family or personal violence
- Where the affected person has been given a notice to vacate and VCAT has found the notice to be invalid
- If the affected person gave the rental provider a written statement objecting to the listing because the information relates to an act or circumstance of family or personal violence and evidence of this. Evidence is:
  - A copy or extract of an intervention order, or
  - A letter, report, written statement or other documentary materials from a support, worker, health professional, religious entity and their employees, crisis accommodation provider, Government child protection service, Victoria Police, Australian Federal Police, police service from another state or territory, employees of a school or educational institution, family and friends, the affected person’s employer or a lawyer

#### Request an order on databases at VCAT hearings

If an affected person applies to VCAT to terminate and/or create a rental agreement under section 91V of the *Residential Tenancies Act 1997*, they should also ask for an order that the rental provider must not list information about the affected person on a rental database.

### Rental provider’s duty to remove or amend listings

If a rental provider becomes aware that any information listed on a database relates to family or personal violence, or that the information is inaccurate, incomplete, ambiguous or out of date, within 7 days they must direct the database operator to remove or correct the information.

If the information relates to an act or circumstance of family or personal violence experienced by the person listed on the database, the information must be removed.

## VCAT applications to prevent or remove listings

An affected person can also apply to VCAT for an order requiring a rental provider, their agent, or a database operator to not list or remove information about the affected person.

VCAT will need to be satisfied that the breach resulting in the listing, or proposed listing, was the result of family or personal violence committed by another person.

### The law

Breaches for which database listings can be made: [Section 439E, Residential Tenancies Act 1997 \[AustLII website\]](#)

Further restriction on listing: [Section 439F, Residential Tenancies Act 1997 \[AustLII website\]](#)

Ensuring quality of listing - rental provider's obligation: [Section 439G, Residential Tenancies Act 1997 \[AustLII website\]](#)

VCAT application for removal or amendment of listing: [Section 439L, Residential Tenancies Act 1997 \[AustLII website\]](#)

VCAT orders: [Section 439M, Residential Tenancies Act 1997 \[AustLII website\]](#)

VCAT orders – termination and new rental agreements can be ordered: [Section 91W, Residential Tenancies Act 1997 \[AustLII website\]](#)

# Applying to VCAT

## Application by person experiencing personal or family violence

If you have experienced violence in a rental property, you can apply to the Victorian Civil and Administrative Tribunal (VCAT) to:

- Terminate a rental agreement (lease)
- Terminate a rental agreement and start a new one in your name without the perpetrator
- Reduce or terminate a rental agreement
- Challenge a notice to vacate.

You can also apply to VCAT for orders about other matters. These include the bond, who is responsible for any damage and other costs, making modifications to the property, changing locks, restricting access to protect your privacy and preventing listings on rental databases.

### VCAT application form

[Application by a person experiencing personal or family violence \[VCAT website\]](#)

## VCAT limits – interstate parties

If anyone included in the application form is an ‘interstate party’ – they live in another state or territory – VCAT may not be able to hear the application. VCAT will decide whether to hear the application depending on where a person’s permanent home is and when they started living there. See [VCAT’s website](#) for more information.

If someone in your application lives interstate you should seek legal advice from a local legal service or contact Tenants Victoria.

### Contacts for legal advice

[Community legal centres \[FCLC website\]](#)

[Contact us \[Tenants Victoria website\]](#)

[Victoria Legal Aid \[legalaid.vic.gov.au\]](http://legalaid.vic.gov.au)

## Application fees

At the time of publication of this kit the application fee to apply to VCAT is \$65.30.

However, there is no application fee for applicants who:

- Have an intervention order
- Have a health care card
- Are under 18 years of age
- Are in prison or another public institution

- Are represented by Victoria Legal Aid, a community legal centre, a Tenancy Assistance Advocacy Program (TAAP) provider, or a recognised provider who has deemed the applicant eligible through a means test

Applicants can also apply for a fee waiver if they are experiencing financial hardship, even if none of the above categories apply to their circumstances. For more information see the VCAT website.

### VCAT concessions

Concessions and fee relief [\[VCAT website\]](#)

## Filling in the application form

Some parts of the application form need to be completed regardless of the orders you want VCAT to make. These are parts 1 to 5 and parts 10 to 15.

For parts 6 to 9 you only need to complete sections that relate to your application.

### Part 1: About the rental property

This is where you write what type of property you are renting and the address.

#### Example

**ABOUT THE RENTAL PROPERTY**

Provide details for the property you are applying about.

**1. The rental property is a:**

<input checked="" type="checkbox"/> House, unit or apartment	<input type="checkbox"/> Site
<input type="checkbox"/> Caravan or caravan park	<input type="checkbox"/> Rooming house

**2. Address of the rental property:**  
This address will appear on the notice of hearing and any orders made by VCAT.

Street address	287 May Street		
Suburb	TOORAK	State	VIC
		Postcode	3142

### Part 2: Applicant details

This is where you write your details and let VCAT know whether or not you are listed on the rental agreement. If you are applying to terminate an existing agreement and have a new one created in your name it does not matter if you were not listed on the existing agreement, only that the property is your home.

#### Contact details and your safety

To protect your safety VCAT will not share any of the contact details you put in Part 2 with anyone.

You do not need to share your contact details with anyone else in your application.

You will need to give a copy of your application to everyone who is included in it, including the perpetrator if they are on the rental agreement. However, before you do that you can remove the page that has your contact details on it.

You should also remove your contact details from anything you attach to your application form.

### Example

## PART 2: APPLICANT DETAILS

In this application, you are the applicant. Everyone else you mention on your application will be called respondents.

### 3. Your details:

Given names	<input type="text" value="Elizabeth"/>
Family name	<input type="text" value="Gold"/>

### 4. Are you a:

- |   |  |
|---|--|
| <input checked="" type="checkbox"/> Renter (tenant) | <input type="checkbox"/> Caravan park resident |
| <input type="checkbox"/> Rooming house resident     | <input type="checkbox"/> Site tenant           |

### 5. Are you a:

- |  |
|--|
| <input checked="" type="checkbox"/> A renter named on the rental agreement                               |
| <input type="checkbox"/> An occupant who lives at the property but is not listed on the rental agreement |



Details you share on this page (Page 5) are for VCAT only. VCAT will not share these details with others.

To keep these details confidential, remove this page if you send this document to other parties.

## APPLICANT CONTACT DETAILS

### 5a. Your address:

Street address

455 Tree Street

Suburb

Brunswick

State

VIC

Postcode

3056

### 5b. Does the person who committed (or is committing) violence against you know your address?

☐ Yes

☐ No

☒ Don't know

### 5c. How can we safely contact you?

If you have concerns about others being able to read emails we send you, consider setting up a new email account.

☒ Email

gold.liz@gmail.com

☒ Phone number

0408 888 888

### 5d. Provide us with any instructions, if needed, on how and when it is safe for us to contact you.

For example, 'call me during 11am and 1pm only'.

Call me between 8:00am - 9:30am or 2:30pm - 4:00pm only

### 5e. Do you wish to be identified as a person of Aboriginal and/or Torres Strait Islander descent?

☐ Yes

☒ No



To keep these details confidential, remove this page if you send this document to other parties.

## Part 3: Is someone representing you?

This is where you write the contact details or anyone who will be helping you at the hearing.

**Example****PART 3: IS SOMEONE REPRESENTING YOU?**

A representative is someone who you have authorised to act on your behalf (eg. appear at the hearing). We will send correspondence directly to the representative.

**6. Are you represented by a professional?**
☐ No

☒ Yes – select:

☐ Support worker

☐ Lawyer

☒ Other representation, please specify:

**7. If you are represented by a professional, provide details (as applicable):**

Organisation	<input type="text" value="ABC Housing Support"/>		
Contact name	<input type="text" value="Victoria Green"/>		
Email	<input type="text" value="v.green@abchousing.com.au"/>		
Phone number	<input type="text" value="(03) 9999 1000"/>		
Street address	<input type="text" value="49 Melbourne Street"/>		
Suburb	<input type="text" value="Brunswick"/>	State	<input type="text" value="VIC"/>
		Postcode	<input type="text" value="3056"/>

**Part 4: The rental provider (landlord)**

This is where you write the contact details of the real estate agent, if there is an agent, and rental provider (landlord).

**Example****PART 4: THE RENTAL PROVIDER (LANDLORD)**

If your rental provider (landlord) has a real estate agent managing the property, provide their details.

**8. Details of the real estate agent or property manager (as applicable):**

Given names	<input type="text" value="Steven"/>		
Family name	<input type="text" value="Grey"/>		
Organisation	<input type="text" value="Realty Real Estate"/>		
Email	<input type="text" value="s.grey@realty.com.au"/>		
Phone number	<input type="text" value="(03) 9898 3456"/>		
Street address	<input type="text" value="67 Smart Street"/>		
Suburb	<input type="text" value="Brunswick East"/>	State	<input type="text" value="VIC"/>
		Postcode	<input type="text" value="3057"/>

**9. Details of the rental provider/s (landlord/s) (as applicable):**

The rental provider (landlord) is the person or organisation who you have a rental agreement with. To find the name of the rental provider, check your rental agreement or speak to your real estate agent. If you do not know their name, enter 'The Rental Provider (Landlord)'.

Given names	Caroline		
Family name	Silver		
Organisation			
ACN			
Email	caroline1234@gmail.com		
Phone number	0455 678 900		
Street address	c/o Realty Real Estate, 67 Smart Street		
Suburb	Brunswick East	State	VIC
		Postcode	3057

**Part 5: Other people on the rental agreement**

This is where you write in the details of any other people who are named on the rental agreement.

Include the perpetrator, but only if they are named on the rental agreement. If the perpetrator is on the rental agreement but has been excluded from the property in an intervention order, do not use the address of the property for them. Instead, you can use their last known address or the address the perpetrator provided for court documents.

There is space in the form to enter the details of two other renters. If there are more than two other renters, you can include their details in a separate page and attach it to your application.

**Example****PART 5: OTHER PEOPLE ON THE RENTAL AGREEMENT**

You need to tell us about everyone named on the rental agreement. If there are no other co-renters listed on your rental agreement, go to Part 6.

**Details of co-renter 1****10. Name:**

Given names	George
Family name	Brown

**11. Are they still living at the rental property?**

☐ Yes, go to Question 13      ☒ No      ☐ Don't know

**12. Provide their current or last known address:**

Street address	67 Tree Street		
Suburb	Parkville	State	VIC
		Postcode	3052

**13. Contact details:**

Email	george.brown@gmail.com
Phone number	0477 899 666

If there are no other co-renters listed in your rental agreement, go to Part 6.

**Parts 6 to 9: What you want VCAT to do**

These sections of the form are where you describe the reasons for your application and the orders you want VCAT to make, as well as providing details about the family or personal violence.

**Part 6: End or create a new agreement**

Complete 'Part 6: End or create a new agreement' if you want VCAT to:

- End the existing agreement – if both you and the perpetrator are on the agreement and you want to leave
- End the existing agreement and create a new agreement for you without the perpetrator if you want to stay, even if you are not on the existing agreement

See an example of how to fill out Part 6 at [Example: end or create a new agreement](#) in this kit.

**Part 7: End a fixed term rental agreement due to hardship**

Complete 'Part 7: End a fixed-term rental agreement due to hardship' if you want VCAT to end or reduce your existing fixed-term agreement due to hardship, and the perpetrator is not on the agreement.

See an example of how to fill out this section at [Example: end a fixed-term rental agreement due to hardship](#) in this kit.

## **Part 8: Challenge a notice to vacate**

Complete ‘Part 8: Challenge a notice to vacate’ if you have been given a notice to vacate and want to challenge it because the reason you were given the notice was due to the actions of the perpetrator.

See an example of how to fill out this section at [Example: challenge a notice to vacate](#) in this kit.

## **Part 9: Other VCAT orders**

Complete ‘Part 9: Other VCAT orders’ if there are any other orders you want VCAT to make.

For example, you may want VCAT to make an order that the rental provider is prohibited from listing information about you on a rental database, sometimes called a ‘blacklist’, for any breaches that may have occurred because of the family violence.

Or you may want VCAT to make an order restraining the rental provider or agent from having an open inspection at your home, or an order for something else.

See an example of how to fill out this section at [Examples: other VCAT orders](#) in this kit.

## **Part 10: Bond details**

This is where you write details about your bond. VCAT can make orders to help protect your bond from claims resulting from the perpetrator’s actions in instances of family or personal violence.

If you do not have a copy of the bond receipt, you can call the Residential Tenancies Bond Authority (RTBA) on 1300 137 164 and ask for the bond number. The bond number can be used on the RTBA website to get written confirmation of the bond details, which should be attached to the VCAT application.

### **Residential Tenancies Bond Authority**

Look up your bond: [rentalbonds.vic.gov.au](http://rentalbonds.vic.gov.au)

**Example****PART 10: BOND DETAILS****38. Do you have a bond?**

- ☒ Yes – lodged with the Residential Tenancies Bond Authority (RTBA)  
☐ Yes – not lodged with the RTBA  
☐ No, go to Part 11

**39. Did the Director of Housing or registered housing agency contribute towards the payment of this bond?**

- ☒ Yes – complete the details below    ☐ No

Details of contribution by Director of Housing or registered housing agency:

Bond number	2148620589	Amount paid	\$ 500.00
-------------	------------	-------------	-----------

**40. Details of bond paid by renters:**

You only need to enter the bond number once if it is the same for all renters.

Renter name	Elizabeth Gold		
-------------	----------------	--	--

Bond number	2148620589	Amount paid	\$ 0.00
-------------	------------	-------------	---------

Renter name	Jane Gold		
-------------	-----------	--	--

Bond number		Amount paid	\$ 500.00
-------------	--	-------------	-----------

Renter name	George Brown		
-------------	--------------	--	--

Bond number		Amount paid	\$ 500.00
-------------	--	-------------	-----------

<b>Total amount paid</b>	<b>\$ 1,000.00</b>		
--------------------------	--------------------	--	--

**Part 11: Other VCAT cases**

If there are, or have been, any other VCAT applications involving any of the same people included in your current application you need to write those VCAT reference numbers in Part 11. You can find the reference numbers on a notice of hearing or any orders made by VCAT. Or you can contact VCAT.

**How to get in touch with VCAT**

Contact [VCAT website]

**Example****PART 11: OTHER VCAT CASES**

**41. Is there, or has there been, a related case at VCAT involving the same applicant/s and respondent/s?**

☐ No

☒ Yes, provide the VCAT reference number/s

R2020/214, R2021/9864

**Part 12: Hearing arrangements**

This is where you can tell VCAT if you, or anyone else in your application, will need assistance for the hearing, such as needing an interpreter or a listening device.

**The hearing and your safety**

VCAT will arrange for applications involving family or personal violence to be conducted by telephone rather than in person. This is to help prevent you having to be in the same place as the perpetrator, if the perpetrator is on the rental agreement and included in your application.

If for some reason your hearing is scheduled to take place in person you can ask for it to be changed to a phone hearing, or ask VCAT to use the remote witness room so you do not have to be in the same room as the perpetrator. You can also ask to attend the hearing by video link.

VCAT has a family violence support worker, who will be able to assist you with this. They can be reached on 03 9268 9856 or through VCAT's reception on 1300 01 8228.

**Example****PART 12: HEARING ARRANGEMENTS**

For safety reasons we organise for you to appear at the hearing by phone conference. If you wish to appear via video link, contact VCAT's Family Violence Support Worker.

**42. Do you or anyone mentioned in this application need special assistance at the hearing?**

We offer a range of support services for people with disability, those who need an interpreter and to help with accessibility.

☐ Assisted communication (e.g. assistive listening device or hearing loop)

☐ Help accessing the venue (e.g. wheelchair access)

☒ Interpreter required

Language: Arabic

☐ Other

☐ No assistance required

Provide more detail about who needs the forms of assistance you have indicated and why.

The applicant (Elizabeth Gold) has a limited understanding of English and needs an Arabic interpreter to understand the hearing.

## Part 13: Sending your application to other parties

A copy of the application will need to be sent to, or ‘served on’, everyone included in your application. This includes the perpetrator if they are on the rental agreement. VCAT’s family violence support worker can send the perpetrator a copy of your application on your behalf if you want. For this to happen you need to mark this option in Part 13 at question 43.

### Contact details and your safety

You do not need to share your contact details with the perpetrator or anyone else.

You should remove the page at Part 2 containing your contact details before giving a copy of your application to anyone other than VCAT.

You should also remove your contact details from anything you attach to your application form.

VCAT will not share information about your contact details with anyone else.

### Example

#### PART 13: SENDING YOUR APPLICATION TO OTHER PARTIES

A copy of this application must be sent (served) to every person named in this application within **7 days** (or immediately if your application is urgent).

If you have safety concerns around sending your application to any of the parties, VCAT’s Family Violence Support Worker can send a copy of your application for you. You will need to send a copy of the application to all other parties.

**43. Do you need our Family Violence Support Worker to send a copy of your application to the person who used violence against you?**

- ☒ Yes, I request VCAT to send (serve) a copy of the application  
☐ No, I will send (serve) a copy of the application to the person who used violence against me

**44. I confirm I will send (serve) a copy of this application to all these parties:**

- ☒ Rental provider (landlord)  
☒ Representatives of all parties (eg. real estate agent, lawyer)  
☒ All other people on the rental agreement  
☒ People I nominate to be added to the rental agreement



**You will need to provide evidence you have sent (served) a copy of your application to these parties at the hearing.**

For anyone else apart from the perpetrator who is included in your application it is your responsibility to send them a copy. You can do this in person, by post or by electronic means, such as email. At the hearing VCAT will need you to give them evidence that you sent a copy of your application to everyone involved.

### Email

Some rental providers and agents may include in the rental agreement that they will not accept emails. However, the law (VCAT Rules – Order 4) says you can send VCAT applications by email. If you send the application by email, you should check if it has been received. Also check to see if you can add a ‘delivery’ or ‘read’ receipt to your email before you send it, so that you receive an automatic reply.

### **In person**

If you hand deliver your application, keep a note of the date, time and name of the person you handed it to.

### **Post**

If sending by post, we recommend you use express or registered express post and keep your receipt and tracking number.

## **Part 14: Interstate parties**

If you are aware that anyone included in your application form is an ‘interstate party’ because they live in another state or territory you need to include this in your application at Part 14. VCAT may not be able to hear the application if one of the parties does not live in Victoria. VCAT will decide whether to hear the application depending on where a person’s permanent home is and when they started living there.

If someone in your application lives interstate you should seek legal advice from a local legal service or contact Tenants Victoria.

### **Contacts for legal advice**

Community legal centres [[FCLC website](#)]

Contact us [[Tenants Victoria website](#)]

Victoria Legal Aid [[legalaid.vic.gov.au](http://legalaid.vic.gov.au)]

## **Part 15: Acknowledgement**

At Part 15 you will need to make an acknowledgement that, to the best of your knowledge, all the information in your application is true and correct.

## Example: end or create a new agreement

This example shows how to fill in ‘Part 6: End or create a new rental agreement’ in the VCAT application.

This application can be made for both fixed-term and periodic rental agreements (leases). Periodic rental agreements have no end date, continuing until someone ends the agreement. Most periodic agreements are month-to-month, but they can also be week-to-week or fortnightly.

Complete Part 6 if:

- The perpetrator is on the rental agreement
- You want VCAT to make orders:
  - ending the existing rental agreement – if you want to leave
  - ending the existing rental agreement and creating a new one in your name – if you want to stay

You do not need to be on the existing rental agreement to apply under Part 6. You just need to be living at the property, which is your main, or only, home.

If you apply under Part 6 you can also ask VCAT to make orders:

- That the perpetrator, not you, is liable for any unpaid rent or bills or damage to the property
- That protect your share of the bond from being used for costs and damage that are the perpetrator’s responsibility

### Is an intervention order required?

An intervention order is:

- Not required where there is family violence, though you will need to include details about the family violence in your application
- Required where there is personal violence

## Example of an application to end an existing agreement and create a new agreement

In this example Elizabeth Gold and George Brown live together. They are both on the rental agreement and both paid equal amounts towards the bond. George has committed family violence against Elizabeth. Elizabeth wants George to move out and her sister, Jane Gold, to move in. Elizabeth does not have an intervention order.

Elizabeth is applying to VCAT for orders that the existing rental agreement be ended, and a new rental agreement be created in her and Jane’s names. She also wants VCAT to make orders that George is responsible for any damage to the property caused by him and that her share of the bond be protected against any claims for this damage.

## Example

### PART 6: END OR CREATE A NEW RENTAL AGREEMENT

Complete this section if you want VCAT to end the rental agreement because you have been (or are being) affected by personal or family violence, or you have an intervention order against a person.

You can apply to end the agreement and leave the property or create a new rental agreement to stay in the property.

**18. Is the person who subjected (or is subjecting) you to personal or family violence named on the rental agreement?**

☒ Yes, provide their name:

☐ No – you can apply to end a fixed term rental agreement. Go to Part 7.

**19. Is the person who subjected (or is subjecting) you to violence a partner, former partner, family member or someone with whom you have had an intimate personal relationship?**

☒ Yes, this is called family violence

☐ No, this is called personal violence. Go to Question 24.

## Details of the family violence – no intervention order

Because Elizabeth does not have an intervention order she needs to include details of the family violence in her application. An intervention order is not needed for family violence, but VCAT will need to be satisfied that there is, or has been, family violence.

VCAT will consider support letters, reports, written statements from particular people, bank statements, photo or video evidence, emails and text messages, oral evidence about whether the applicant has been staying or living, the risk to the affected person or their children, whether the perpetrator has been arrested, charged or released on bail and anything else it thinks it relevant.

## Example

### Family violence

Complete this section if you were subjected to family violence.

We understand describing incidents of violence in detail is difficult. Do your best to answer these questions.

**20. Do you have a family violence intervention order?**

☐ Yes, attach the order and your court application for the order. Go to Question 25.

☒ No – go to Question 21.

**21. Has the person who subjected (or is subjecting) you to family violence behaved in a manner that:**

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Was physically or sexually abusive   | <input type="checkbox"/> Was threatening   |
| <input checked="" type="checkbox"/> Was emotionally or psychologically abusive (eg. repeated name-calling or putdowns, threats to disclose your sexual orientation, threats to withhold medication, socially isolated you, threats of self-harm) | <input type="checkbox"/> Was economically abusive (eg. removed or disposed of property without permission, prevented you from seeking employment, coerced you to sign a financial contract or give up control of assets, income or finances) |
| <input type="checkbox"/> Forced you to marry without your consent and/or used dowry or family finance issues to control you  | <input checked="" type="checkbox"/> In any way controlled or dominated you and caused you to fear for your (or another person's) safety or wellbeing   |

**22. Has the person who subjected (or is subjecting) you to family violence:**

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Assaulted or threatened to assault you   | <input type="checkbox"/> Caused or threatened to cause the death, or injury to, an animal so as to control, dominate or coerce you |
| <input type="checkbox"/> Damaged your property or threatened to do so        | <input type="checkbox"/> Caused a child to be exposed to any of these behaviours   |
| <input type="checkbox"/> Deprived you of your liberty or threatened to do so |  |

**23. What was the most recent incident of family violence? What happened? Has there been a history of family violence?**

Try to describe what occurred. Aim to provide approximate times and dates if you can't remember exactly.

I started dating George Brown in late 2018. We moved in together in April 2019. George started being controlling shortly after we moved in together. He did not want me visiting friends or family. If I went out of the house without him he would track where I was on my phone and constantly sent me text messages asking where I was and who I was with. He would accuse me of cheating on him. I have attached copies of the texts. I also have attached a letter from my friend Linda, who has seen George behaving this way.

After a while George also became physically abusive. The most recent time was on 22 May 2021. We were driving in the car and he told me to pull over. When we stopped he started yelling at me and grabbed me around my neck. I have some photos of the bruising to my neck attached. I cannot live with George any more, I am scared he will keep hurting me.

## Asking for a new rental agreement

Because Elizabeth is applying to end the current rental agreement and create a new one in her name and her sister's name, she needs to include her sister's name and details in the application.

**Example****What you are applying for**

Depending on the type of property, you are applying for these orders under section 91V, 142S, 206AG or 207M of the *Residential Tenancies Act 1997*.

**25. What are you applying to do?**

- ☐ End the rental agreement early because you no longer want to live at the property

State when you want the rental agreement to end (DD/MM/YYYY):

- ☒ End the current rental agreement and create a new agreement

If you want to add someone else to the new rental agreement with you, provide this person's details:

Given names	Jane		
Family name	Gold		
Email	j.gold@gmail.com		
Phone number	0401 111 111		
Street address	287 May Street		
Suburb	TOORAK	State	VIC
		Postcode	3142

**Orders about unpaid rent, bills, damage and bonds**

As well as making orders to terminate and create rental agreements, VCAT can make orders about who is liable for unpaid rent, bills, damage or other costs. It can also make orders protecting an affected person's bond, or share of the bond, from claims about matters that are the liability of the perpetrator.

**Example****26. Do you want us to also consider:**

You can ask for this under 91X, 142T, 206AH or 207N of the *Residential Tenancies Act 1997* depending on the type of property.

- |   |  |
|---|--|
| <input checked="" type="checkbox"/> Bond                          | <input type="checkbox"/> Outstanding utility charges owed to the rental provider (eg. electricity, gas, water) |
| <input type="checkbox"/> Outstanding rent                         |  |
| <input checked="" type="checkbox"/> Damage to the rental property |  |

**If so, provide full details so that the other parties know what you are asking VCAT for and why.**

There are holes in the plasterboard in the hallway that were caused by George Brown punching the wall. Please find attached a police report relating to the incident where that damage was caused.

I would like VCAT to make an order that George is responsible for that damage, not me.

I would also like VCAT to make an order that my part of the bond is protected and cannot be claimed for the damage caused to the property by George. George and I contributed 50% each towards the bond when we moved in together.

## Other orders

Anything else the affected person wants VCAT to make an order about can be included in ‘Part 9: Other VCAT Orders’ in the application form. For example, the affected person may want VCAT to make an order that:

- The rental provider is prohibited from listing information about the renter on a rental database, sometimes called a ‘blacklist’, for any breaches that may have occurred while they and the perpetrator were living together, or
- The affected person can make permanent safety modifications to the property without having to get the rental provider’s consent

## Example: end a fixed-term rental agreement due to hardship

This example shows how to fill in ‘Part 7: End a fixed-term agreement (lease) due to hardship’ in the VCAT application.

Complete Part 7 if:

- You want to leave
- You are listed on the rental agreement
- Your rental agreement is a fixed-term agreement
- You want VCAT to make an order reducing the fixed-term part of your agreement or ending your agreement

If the perpetrator is also listed on the rental agreement, to end the agreement you should complete Part 6 of the application form instead. This is because VCAT needs to hear Part 6 applications within 3 business days of them being received.

### Is an intervention order required?

An intervention order is not required, but it may be easier to get the rental agreement ended early if there is an intervention order in place as VCAT will usually take this on face value as evidence of family or personal violence. You will also need to explain to VCAT what change in your circumstances has occurred that makes you want to end your agreement early – what hardship you are unexpectedly experiencing.

**Example****PART 7: END A FIXED-TERM AGREEMENT DUE TO HARDSHIP**

Complete this section if you want to end or reduce a fixed term rental agreement because of unforeseen circumstances causing you severe hardship and:

- your rental agreement is for a house, unit, apartment or a residential park (Part 4A site)
- you are still in possession of the property (eg. you have not returned the keys).

This means you are applying under section 91U or 207L of the *Residential Tenancies Act 1997*.

**27. Do you want an order to end the rental agreement because you are experiencing severe hardship?**

☐ No, go to Part 8

☒ Yes, state when the current rental agreement ends (DD/MM/YYYY):

28/11/2021

State when you want the rental agreement to end (DD/MM/YYYY):

29/06/2021

Explain the hardship unexpected circumstances you are experiencing and why you cannot meet your responsibilities in the rental agreement (eg. unable to pay rent):

I have a fixed-term rental agreement that ends on 28 November 2021. Please find a copy attached. In May this year my ex-partner physically assaulted me. I did not report this to the police as I was scared he would retaliate if I did. I have also been too scared to stay at home in case he comes back. I have been staying in a hotel. I have attached a letter from my friend that supports my application as she saw what my ex-partner did to me and receipts from the hotel.

I would like VCAT to make an order that my rental agreement be reduced and that it can end on 29/06/2021. I would also like VCAT to make an order that no compensation is payable to the rental provider for ending my fixed-term rental agreement early.

**Other orders**

If there is anything else you want VCAT to make an order about you can include that at 'Part 9: Other VCAT Orders' in the application form. For example, you may want VCAT to make an order that the rental provider is prohibited from listing information about you on a rental database, sometimes called a 'blacklist', for any breaches that may have occurred because of the family violence.

## Example: challenge a notice to vacate

This example shows how to fill in ‘Part 8: Challenge a notice to vacate’ on the VCAT application.

Complete Part 8 if:

- You have been given a notice to vacate for one of the reasons listed in Part 8
- The reason you were given the notice to vacate was because of the actions of the perpetrator
- You want to challenge the notice to vacate so you can stay

### Example – challenging a notice to vacate for ‘danger’

In this example the perpetrator is not listed on the rental agreement (lease). The perpetrator came to the applicant’s home and was verbally and physically violent towards the applicant. A neighbour tried to intervene, and the perpetrator threatened violence against the neighbour. The rental provider (landlord) found out about the incident and issued the applicant with a notice to vacate on the grounds that the applicant’s ‘visitor’, the perpetrator, had endangered the safety of the neighbour.

The applicant told the rental provider that the perpetrator was not an invited visitor to their home, and that they could not control their violent actions. However, the rental provider would not withdraw the notice to vacate. The applicant applied to VCAT to challenge the notice to vacate on the grounds that the reason it was given was due to family violence committed against them by the perpetrator.

#### Example

### PART 8: CHALLENGE A NOTICE TO VACATE

Complete this section if you want to challenge certain notices to vacate where:

- the reason the notice was given was because of the actions of another person
- that other person has subjected (or is subjecting) you to personal or family violence.

To challenge a notice to vacate in this situation, you must apply within 30 days of receiving the notice.

**28. I want to challenge a notice to vacate from my rental provider (landlord) who gave the following reason for wanting to evict me:**

- |  |   |
|--|---|
| <input type="checkbox"/> Damage  | <input checked="" type="checkbox"/> Danger                              |
| <input type="checkbox"/> Threats and intimidation                                      | <input type="checkbox"/> Using the rental property for illegal purposes |
| <input type="checkbox"/> Failure to follow a VCAT order                                | <input type="checkbox"/> Drug-related conduct in public housing         |
| <input type="checkbox"/> Successive breaches of my responsibility as a renter (tenant) | <input type="checkbox"/> Disruption                                     |

**29. Are you applying within 30 days of receiving the notice to vacate?**

You must attach a copy of the notice to vacate.

- ☒ Yes
- ☐ No – you will need to explain at the hearing why you should be given an extension of time

## **Is an intervention order required?**

An intervention order is not required but VCAT will need to be satisfied that the applicant has been, or is being, subjected to family or personal violence, and that the reason the rental provider gave the notice to vacate was because of the actions of the perpetrator.

The application form asks for details of the family or personal violence, but does not specifically ask for details or evidence about the circumstances in which the notice to vacate was given. However, the applicant should include these in the application form and should also be prepared to provide the details and any evidence to support the application at the VCAT hearing.

## Example

### Family violence

Complete this section if you were (or are being) subjected to family violence.

We understand describing incidents of violence in detail is difficult. Do your best to answer these questions.

#### 30. Do you have a family violence intervention order?

- ☐ Yes, attach the order and your court application for the order. Go to Question 34.  
☒ No – go to Question 31.

#### 31. Has the person who subjected (or is subjecting) you to family violence behaved in a manner that:

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Was physically or sexually abusive   | <input checked="" type="checkbox"/> Was threatening  |
| <input checked="" type="checkbox"/> Was emotionally or psychologically abusive (eg. repeated name-calling or putdowns, threats to disclose your sexual orientation, threats to withhold medication, socially isolated you, threats of self-harm) | <input type="checkbox"/> Was economically abusive (eg. removed or disposed of property without permission, prevented you from seeking employment, coerced you to sign a financial contract or give up control of assets, income or finances) |
| <input type="checkbox"/> Forced you to marry without your consent and/or used dowry or family finance issues to control you  | <input type="checkbox"/> In any way controlled or dominated you and caused you to fear for your (or another person's) safety or wellbeing  |

#### 32. Has the person who subjected (or is subjecting) you to family violence:

- |   |  |
|---|--|
| <input checked="" type="checkbox"/> Assaulted or threatened to assault you              | <input type="checkbox"/> Caused or threatened to cause the death, or injury to, an animal so as to control, dominate or coerce you |
| <input type="checkbox"/> Damaged your property or threatened to do so                   | <input type="checkbox"/> Made any other serious threat   |
| <input checked="" type="checkbox"/> Deprived you of your liberty or threatened to do so | <input type="checkbox"/> Caused a child to be exposed to any of these behaviours   |
| <input type="checkbox"/> Harassed you   |  |

#### 33. What was the most recent incident of family violence? What happened? Has there been a history of family violence?

Try to describe what occurred. Aim to provide approximate times and dates if you can't remember exactly.

On 20 May 2021 my partner, now ex-partner, turned up at my home. As soon as I let them in they started yelling at me, telling me I was worthless and ungrateful and I was lucky to have them and didn't appreciate it. I tried to get them to leave but they wouldn't, so I tried to leave but they grabbed me and pushed me back against the wall, threatening to hit me if I tried to leave. They kept yelling at me and were so loud my neighbour came over. They told my neighbour to mind their own business, but my neighbour would not leave, so they started running towards them threatening to punch them. My neighbour told them if they did not leave they would call the police. They yelled at my neighbour some more and said things like 'this is not over' to them and me and then left before the police could be called. My ex-partner has yelled at me and insulted me before but this is the first time they have physically abused me. I would never have let them in if I knew that was going to happen. The agent told me that because they were my visitor I was responsible for their actions and gave me a notice to vacate. But even though I let them in, I did not invite this kind of behaviour. I was scared of them and could not get them to leave and I was terrified they were going to hurt me again. I have attached a letter from my support worker that this is family violence and I am not responsible for their actions.

## Examples: other VCAT orders

If there is any other order you want VCAT to make you can include it at ‘Part 9: Other VCAT Orders’ in the application form.

### PART 9: OTHER VCAT ORDERS

Complete this section if you are applying about anything else not already mentioned.

#### Important information about section numbers

You must provide the relevant section number in the *Residential Tenancies Act 1997* that tells us what orders you want VCAT to make.

You may also have to provide specific information or documents to support your application. If you do not provide information or documents that VCAT needs, your application may be delayed.

To see a list of section numbers, and what documents must be provided with your application, go to [vcat.vic.gov.au/rentingnotice](http://vcat.vic.gov.au/rentingnotice)

#### 37. What are you applying about:

<input type="checkbox"/> Bond	Section number:	<input type="text"/>
<input type="checkbox"/> Compensation	Section number:	<input type="text"/>
<input type="checkbox"/> Repairs	Section number:	<input type="text"/>
<input type="checkbox"/> Restraining order	Section number:	<input type="text"/>
<input type="checkbox"/> Other	Section number:	<input type="text"/>

## Bonds

If you apply to terminate a rental agreement (lease) under Part 6 of the application form, you can ask VCAT to make orders protecting your bond against the actions of the perpetrator in that part of the application.

For any other bond applications, you can make them in Part 9 of the application. For example, you can apply to VCAT for an order protecting your bond, or your share of the bond, from any claims arising from the perpetrator’s actions.

The form requires you to provide the relevant section number of the *Residential Tenancies Act 1997*. If you and the perpetrator are both on the rental agreement you can apply under section 420A and in this case you do not need an intervention order.

If the perpetrator is not on the rental agreement you can apply under section 420B of the Act, but you will need an intervention order.

### Example – Application under section 420A

**Explain what you are asking for and why so that VCAT and the respondents understand your claim. Include calculations of any amounts you are asking for.**

George Brown and I rented 287 May Street, Toorak, together. Our rental agreement ended on 20 May 2021 (a copy of the rental agreement is attached). We gave 28 days notice and moved out on 21 May 2021. When we were living together George was abusive and threatening towards me and punched a hole in the hallway. I have attached letters from my sister and my mother about the family violence and George's behaviour during our relationship. I would like VCAT to make an order under section 420A that George is responsible for the costs to fix this damage and an order protecting my share of the bond from any claims for George's actions. The bond was \$1000. I paid \$500 for the bond to George who paid it, with his share, to the agent. I have attached a bank statement showing this amount being transferred to George's account at the time we paid the bond and the bond form in both our names.

If you need more space, include an attachment to your application.

## Restraining orders

### Privacy and entry

If you are a protected person under an intervention order, the law allows you to require that any inspection at your home, for instance if the property is being sold, is by appointment only, and not by an open inspection. You can also object to photos or videos being taken for advertising purposes if they might identify anyone living there who is at risk of family or personal violence.

For more information see our pages on the Tenants Victoria website: Rental home is being sold and Privacy and entry.

If the rental provider (landlord), or their agent, does not follow these laws, or tries to gain entry to your home without giving you the proper notices, you can apply to VCAT for a restraining order restricting the rental provider, or their agent, from coming into your home, or letting anyone else into your home.

### Example – Application under sections 91 and 452

**Explain what you are asking for and why so that VCAT and the respondents understand your claim. Include calculations of any amounts you are asking for.**

My home is being sold & the agent wants to come & take photos & start having inspections. I was in an abusive relationship with my ex-partner before I moved here. I had to get an intervention order (copy attached) & leave my last home to get away from them. I am scared of what they might do if they find out where I am living. I explained this to the agent & asked them to not take any photos, as they could show that I live here, & to not have open inspections as I am scared my ex-partner will turn up, or send someone else to see if I live there. The agent said no. They said the rental provider owned the property & could do what they wanted to sell it. I understand they want to sell the property, but I am scared for my life. I want VCAT to make an order that they are restrained from having open inspections & from taking any photos that might show I live here & that they should use the photos they already had before I moved in.

If you need more space, include an attachment to your application.

## Illegal evictions

If the rental provider wants to evict you, they must give you a valid notice to vacate, then apply to VCAT and convince VCAT that they should be granted a possession order. You can apply for a restraining order if the rental provider, or their agent, is trying to illegally evict you, for example, by trying to force you to move out without giving you a notice to vacate or without getting a possession order from VCAT. You can make this application under section 452 of the *Residential Tenancies Act 1997*, on general applications to VCAT.

## Other orders

For any other orders you want VCAT to make you can select the ‘other’ box on the form, then explain to VCAT what orders you want. For example, you can ask VCAT to make an order that:

- A rental provider, agent or database operator cannot list information about you on a rental database, or ‘blacklist’, for any breaches that may have occurred because of the family violence, under section 439L of the *Residential Tenancies Act 1997*
- You can change a lock in a master key system without needing the rental provider’s consent, if they have unreasonably refused to give that consent, under section 71 of the *Residential Tenancies Act 1997*
- Under section 64 of the *Residential Tenancies Act 1997* you can make a safety modification to the property, such as installing a hard-wired security camera, without needing the rental provider’s consent, if they have unreasonably refused to give consent, and without having to pay to have it removed and the property restored when you move out

## Documents to support the application

The person affected by family violence should attach any evidence supporting their application.

However, they should not share their contact details with the perpetrator or anyone else. They should remove their contact details from anything they attach to their application.

Evidence they attach can include:

- **Copy of the rental agreement (lease)** or other proof that they are living at the property, such as a rent certificate from Centrelink or rent receipts
- **Copy of the current intervention order**, if there is one. However, not all applications require the applicant to have an intervention order
- **Evidence of personal or family violence** such as support letters, reports, written statements from particular people, bank statements, photo or video evidence, emails and text messages, oral evidence about whether the affected person has been staying or living, the risk to the affected person or their children, whether the perpetrator has been arrested, charged or released on bail and any other matters VCAT considers relevant
- **Proof of ability** to meet the obligations of the rental agreement such as ability to pay and rental history
- **Proof of costs** that they want VCAT to order the perpetrator pay for and the reason that they should pay. For example, a copy of a utility bill, police report or photo in relation to damage that the perpetrator caused

There may also be other documents required depending on the application. For example, if challenging a notice to vacate, a copy of the notice should be attached to the application.

# Preparing for a VCAT hearing

## Safety

VCAT will arrange for applications involving family or personal violence to be conducted by telephone rather than in person. This is to help prevent you having to be in the same place as the perpetrator, if the perpetrator is on the rental agreement and included in your application.

If for some reason your hearing is scheduled to take place in person you can ask for it to be changed to a phone hearing, or ask VCAT to use a remote witness room, so you do not have to be in the same room as the perpetrator. You can also ask to attend the hearing by video link.

VCAT has a family violence support worker, who will be able to assist you with this. They can be reached on 03 9268 9856 or through VCAT's reception on 1300 01 8228.

## Contact details and your safety

You do not need to share your contact details with the perpetrator or anyone else. If sending documents to anyone else or attaching them to your application, make sure they do not include your contact details.

You can also remove the page in your application at Part 2 that has your contact details in it. Only VCAT needs your contact details, and they will not share them with anyone else.

## Documents

You should give a copy of any documents you want to include with your application or use at the hearing to all other people in your application form, making sure these do not include your contact details.

You should also keep proof that you sent your application form and documents to everyone included in your application form, such as tracking details if sent by post or email confirmation.

## Other people's documents

You should ask the rental provider (landlord) or agent and other renters, if any, for copies of any documents that they plan to use at the hearing. If they do not give you any documents they later rely on at the hearing you can ask VCAT to adjourn the hearing (put it on hold) to give you time to review the documents and get advice.

## If you are attending by phone or video link

If the hearing is going ahead by phone, video link or with you in a remote witness room, make sure that copies of any documents you want to rely on have been given to VCAT before the hearing.

This is because you will not be in the hearing room to give them to the VCAT Member, who is the person who hears and decides cases.

## Cannot attend a hearing?

If VCAT list a hearing at a time you cannot attend, you can request to postpone, or ‘adjourn’, the hearing. However, you will need to have a good reason for not being able to attend, such as being in hospital.

If the hearing is not officially adjourned by VCAT, and you do not attend, it could go ahead without you.

If you want to adjourn the hearing for another date it is best to try to get the agreement of anyone else on the application before asking VCAT for the adjournment. You can use VCAT’s ‘request for consent to an adjournment’ form.

### **Consent to adjournment form**

[Request for consent to an adjournment \[VCAT website\]](#)

You can still apply for an adjournment even if the others do not consent. You will need to make the request in writing and can use VCAT’s ‘application for an adjournment’ form.

Your application needs to be delivered to VCAT by 4:00 pm at least 2 business days before the hearing.

You also need to send a copy of your adjournment application to all other parties in the VCAT application.

### **Application for adjournment form**

[Application for an adjournment \[VCAT website\]](#)

## **Contact details and your safety**

You do not need to share your contact details with the perpetrator or anyone else. If your adjournment request includes your contact details, you should remove these before sending a copy to anyone else in the application.

## What happens at a VCAT hearing

VCAT will arrange for applications involving family or personal violence to be conducted by telephone rather than in person. This is to prevent you being in the same place as the perpetrator, if the perpetrator is on the rental agreement (lease) and included in your application.

A hearing by phone or video link is no different to a hearing in person, so make sure you have any paperwork you want close by, that your phone is charged and that you are in a quiet location where you can listen properly.

For more information see ‘On your hearing day’ on the VCAT website.

### Learn about hearings

[On your hearing day \[VCAT website\]](#)

### Remote witness room during in-person hearings or video link

If you are attending by video link, or in person and using the remote witness room, you will be able to see what is going on in the hearing room by video. The people in the hearing room will be able to see you as well. You can have a support person with you if you like.

VCAT also has a family violence support worker who can be with you in a remote witness room if you are attending in person.

### Making an oath

VCAT will ask all parties to the application to give an oath or affirmation to VCAT, which is a promise to tell the truth.

### Copies of the application

The VCAT member is likely to ask how the application was ‘served on’, sent to, the other parties, particularly if one of them has not attended or says that they did not receive a copy of the application. This is very important as VCAT could adjourn (postpone) the hearing and tell you that you have to send it again if they do not think that it was sent properly in the first place.

### Your turn to speak

The VCAT member will hear from all the parties before deciding whether or not to make the orders you have asked for in your application.

If the perpetrator is on the rental agreement and attends the hearing, they cannot ask you any questions, unless VCAT allows it. Even if VCAT allows them to ask questions, there might be restrictions on what they can ask.

## **The result**

VCAT will usually make a decision, called an order, about the application on the day. This will be made verbally at the hearing, then put in writing and given to everyone in the application. Usually the orders are made in writing on the same day as the hearing.

## **Written reasons**

Written reasons are not the same as an order. Instead, these are the reasons VCAT has used to come to the decision they have made about the orders, recorded in writing.

If you want VCAT to provide written reasons for any orders they make you must ask for these at the start of the hearing, or at the very least before the hearing ends. You will not be able to ask for written reasons after the hearing is over.

## Public housing renters

If the affected person lives in public housing, the law is the same but some of the steps are different. There are also specific public housing policies and procedures set out by the Department of Families, Fairness and Housing that deal with hardship due to family violence. You can read about some of these policies in this section of the kit.

### Who's who

- The department that manages public housing in Victoria is the Department of Families, Fairness and Housing (DFFH).
- The rental provider (landlord) for public housing renters is the Director of Housing. So, when filling in the rental provider's name on forms, the name to put in is 'Director of Housing'. Applications and notices to the rental provider should be addressed to 'Director of Housing'.

### What you need

To make use of Department of Families, Fairness and Housing policies, the affected person may have to provide information about their situation and supporting evidence, such as an intervention order or a letter from a doctor, lawyer or community support worker who can confirm the family violence.

This evidence can be useful in getting the Director of Housing to delay taking any legal action against the affected person.

### Topics in this section

Changing the locks and other safety modifications (public housing)

Trouble paying rent (public housing)

Temporarily leaving the rental property (public housing)

Changing the rental agreement (public housing)

Getting another home (public housing)

Damage to the property (public housing)

Appeals and complaints (public housing)

# Changing the locks and other safety modifications (public housing)

## Locks

If the affected person lives in public housing and has a family violence safety notice, or intervention order that excludes a renter from the address, they can ask for the locks to be changed. DFFH will arrange and pay for it.

If the affected person wants to get the locks changed urgently, they might need to get consent from the Director of Housing first.

See [Changing the locks](#) in this kit and the ‘Lock change request from protected person’ section in the ‘Transfer of tenancy’ chapter in DFFH’s Tenancy Management Manual.

### **DFFH policy on tenancy transfers**

[Transfer of tenancy \[DFFH website\]](#)

## Other safety modifications

### Changes that do not need permission

The affected person can make some other security changes without permission from the Director of Housing. These include:

- Installing security lights, alarm systems and security cameras that do not impact on the privacy of neighbours – for example, making sure lights or cameras do not face directly into a neighbour’s home – and that are not hardwired and are easy to remove
- Installing non-permanent window film to increase privacy
- Replacing curtains, provided the original curtains are kept
- Installing a lock on a letterbox

### Changes that need permission

The affected person must get permission from the Director of Housing before adding any other safety features, such as locks on external gates, security screens, wired sensor lights or wired alarms.

The affected person should ask the Director of Housing to agree in writing that they do not have to remove the safety features at the end of the tenancy. If they do not obtain this agreement, the Director of Housing may claim the cost of removal from them.

Also see the earlier section in this kit on [Other safety modifications](#).

## Trouble paying rent (public housing)

According to the law if a renter is more than 14 days behind in rent, the rental provider can give them a notice to vacate. This is the first step in the eviction process. In cases of family violence, you should encourage the affected person to let DFFH know as soon as possible to try to avoid them being evicted.

### What you can do

If the affected person lives in public housing and gets behind in rent payments, you should encourage them to notify their housing services manager as soon as possible – and to do it in writing. The affected person should keep a copy of the letter or email.

### What the DFFH policies say

#### Rent not paid

If the affected person has not paid rent because of complex tenancy issues, such as experiencing family violence, the housing manager may consider this before determining the next course of action.

#### Cannot attend VCAT hearing

If the affected person cannot come to VCAT because of exceptional circumstances, such as experiencing family violence, and they notify the local housing office, the relevant manager may approve an adjournment (postponement) of the hearing.

#### Missed payment for overdue rent

If an affected person misses a payment in a repayment plan for overdue rent due to exceptional circumstances, such as experiencing family violence, the housing manager may consider this when deciding the next course of action, which may include renegotiating the repayment plan.

#### **DFFH guidelines: rent arrears**

[Rental Arrears Operational Guidelines \[DFFH website\]](#)

#### Temporary absence from home

In cases of an affected person's temporary absence from their home due to family violence, the Director of Housing may reduce the rent to \$15 a week. See [Temporarily leaving the rental property \(public housing\)](#) in the next section of this kit.

# Temporarily leaving the rental property (public housing)

The affected person has the right to leave public housing for a short time due to family violence, without fear of losing their home. This is called a temporary absence.

## What you can do

If the affected person has to leave public housing due to family violence you should encourage them to notify their DFFH housing services officer as soon as possible.

The notice should be given before the temporary absence, if possible, especially if they will be away for more than six weeks.

The notification should be in writing. The affected person can use the temporary absence form, which is on the HousingVic website. The affected person should keep a copy of the letter or form.

### Temporary absences

[Temporary absences from home \[HousingVic website\]](#)

## What the DFFH policies say

### Maximum temporary absence

Six months is usually the maximum temporary absence accepted. Also see [Extending the temporary absence](#) in this kit.

### Advance notice

Advance notice is not required if there is an intervention order and either the affected person or the perpetrator has to leave immediately.

### Other household members

Other household members can stay on with the renter's permission. If the renter on the rental agreement is the perpetrator, household members can stay on without their permission.

### DFFH process

On behalf of the Director of Housing, DFFH staff will discuss the temporary absence with the affected person, household members, and support worker (if applicable) to get information such as:

- The date the affected person left
- How long they expect to be away
- The date they expect to return
- If they have to pay for temporary housing

## Reduced rent for temporary absence

In cases of temporary absences due to family violence, the Director of Housing may reduce the rent to \$15 a week. This is done to reduce renters' financial hardship, especially if the affected person needs to pay for temporary housing somewhere else or if they have no income during this time.

### What the DFFH policies say

The Director of Housing looks at individual situations for affected persons and takes action to support their tenancy, such as:

- Removing or reducing the rent during the temporary absence
- Recalculating the rent and rebates during the temporary absence based on the income of remaining household members only. Note that if someone moves in to care for dependents, such as children, that person's income will not be counted as household income if they can show their main home is somewhere else
- Renegotiating any debt repayment requirements, such as rental arrears, during the temporary absence

## Extending the temporary absence

### What you can do

If the affected person needs to stay away for longer than six months, and no other household members are living at the property, you should encourage them to request an extension before the end of the first six-month absence.

The request should be made at their local housing office and should be in writing. The affected person should keep a copy of the letter or form.

### What the DFFH policies say

Extensions are generally only approved in exceptional circumstances.

The Director of Housing will consider situations of family violence and the impact on the affected person if the extension is not approved.

If the extension is not approved and the affected person does not return to the public housing, the Director of Housing may take steps to end the tenancy, starting with giving a notice to vacate.

#### **DFFH temporary absence guidelines**

[Temporary Absence operational guidelines \[DFFH website\]](#)

## Changing the rental agreement (public housing)

In some cases, the Director of Housing can end a rental agreement in one name and start a new rental agreement with someone else who lives there. This is called ‘Transfer of Tenancy’ in the DFFH policies and requires a VCAT order.

### What you can do

If the perpetrator’s name is on the rental agreement, you can encourage them, or assist them, to apply to VCAT to remove their name from the agreement.

If the affected person’s name is not on the rental agreement, they can apply to VCAT to add their name to the agreement.

The affected person can apply to VCAT to do both of these at the same time.

See [Staying in the rental property](#) in this kit.

### What VCAT can do

VCAT can make an order to end the agreement between the Director of Housing and the current renters.

It can also order the Director of Housing to start a new agreement with the affected person, and with any others they want to live with.

#### **In some cases VCAT may not make an affected person a renter**

VCAT may not make the affected person a renter in some circumstances – if they do not usually live at the property, if they have a high income, or if they are not eligible for public housing.

#### **DFFH Transfer of Tenancy policy**

[Transfer of Tenancy \[DFFH website\]](#)

## Getting another home (public housing)

In cases of family violence, the affected person may want to move to another home in public housing or swap with another public housing renter.

### What you can do

If the affected person can no longer live in the property due to family violence, you should encourage them to contact their local housing office, to discuss what the best options are for their situation.

### What the DFFH policies say

#### Applying for another place to live

If the affected person wants another place, you should encourage them to apply to go on the waiting list on the Victorian Housing Register for public and community housing. The Director of Housing will consider their individual situation to decide if they are put on a priority list or a non-priority list.

#### Priority transfer due to safety issues

If the affected person wants another place due to safety issues, which includes family violence, their application will be considered a priority transfer if it is submitted before the rental agreement comes to an end, or within 3 months of the rental agreement ending.

#### Priority transfers: DFFH guidelines

[Priority transfers guidelines \[DHHS website\]](#)

#### Priority list under Homeless with Support category

An affected person may also be put on a priority list under the Homeless with Support category, Family Violence priority reason.

They can be put on this priority list if they are receiving case managed support and are homeless, or at risk of homelessness, and are living:

- In housing where the violence has occurred
- In crisis accommodation
- In transitional housing, or crisis-managed or crisis-arranged housing
- Temporarily with friends or family because they were unable to find other housing

#### Homeless with Support: DFFH guidelines

[Homeless with support guidelines \[DFFH website\]](#)

## Swapping with another renter

An affected person can apply to swap with another renter. Their details will be added to the swap list and provided to other renters in the list. If they do not want contact details included in the list, especially if there are safety issues, their local housing officer can act on their behalf to protect your privacy. The affected person should contact their local housing officer to discuss all the options and to ensure their details are protected.

### **Mutual swaps: DFFH policies and procedures**

[Tenancy management manual mutual swaps \[DFFH website\]](#)

## Damage to the property (public housing)

If the Director of Housing has to get repairs or cleaning done, they might try to get compensation from the renter. This is called a Maintenance Claim Against a Renter (MCAT).

### What you can do

If the affected person did not cause part or all of the damage, you should encourage them, or help them, to ask for the costs to be reviewed at their local housing office. They should put the request in writing and keep a copy of the letter or form.

### What the DFFH policies say

If the perpetrator caused the damage, the Director of Housing will not charge the affected person for the costs of repairs to the property.

The affected person may need to provide information and supporting evidence, such as an intervention order. It can be helpful to include evidence from family members, witnesses and the police, the affected person's doctor or other health professional, family violence worker or other relevant support worker.

#### **DFFH property damage guidelines**

[Renter property damage guidelines \[DFFH website\]](#)

## Appeals and complaints (public housing)

If the affected person does not agree with a decision about their public housing, they can make an appeal to have the decision reviewed. If the affected person is not happy with the result of the appeal or the service they received, they can make a complaint.

### Appeals

Find out whether the affected person can appeal a decision, and how they can appeal.

#### Appeal a decision

[Appeal a decision \[HousingVic website\]](#)

The housing appeals chapter in DFFH's Business Practice manual outlines the processes by which the department manages housing appeals.

#### DFFH Business Practice manual

[Business Practice manual, Housing appeals \[DFFH website\]](#)

### Complaints

If the affected person thinks that the result of the appeal is not fair, they can make a complaint to the Victorian Ombudsman.

#### Ombudsman website

[ombudsman.vic.gov.au](http://ombudsman.vic.gov.au)

#### DFFH complaint process

If the affected person is not happy with the service they got from the Department of Families, Fairness and Housing, there is a process for making a complaint.

#### Complaints process

[Making a complaint \[DHHS website\]](#)

The Director of Housing must comply with the *Charter of Human Rights and Responsibilities Act 2006*.

#### Charter

[Charter of Human Rights and Responsibilities Act 2006 \[AustLII website\]](#)

## Your feedback

If you have any comments, suggestions, compliments or concerns about the Family Violence Protection Tenancy Kit, send us your feedback via the Tenants Victoria [website](#).