



Government of **Western Australia**
Department of **Commerce**

Boarders and lodgers



A guide to your rights and responsibilities

The purpose of this brochure is to help existing and potential boarders and lodgers understand their rights and responsibilities. It provides useful tips on how to avoid problems with landlords and if problems do arise, where to get advice.

Am I a boarder or lodger?

If you have been given permission to stay at another person's house, and have your meals provided and pay rent, you are most likely a boarder.

If you have been given permission to stay at another person's house and pay rent but are not supplied with meals, you are most likely a lodger.

Who is a landlord?

A landlord is the person who provides the room(s) and gives permission to the boarder or lodger to live there.

If you are a boarder or lodger, your landlord keeps control and authority over the house and may enter any part of the house without necessarily giving you notice.

How is a tenant different from a boarder or lodger?

There are two main differences between a tenant and a boarder or lodger. A tenant has:

- a right to 'exclusive possession' of the place in which he or she is staying; and
- a 'term of tenancy', which means a specified length of time he or she is given permission to stay in the house.

'Exclusive possession' means the right to stop anyone, including the landlord, from entering the premises, or room you are renting (see '*How do I know if I have got exclusive possession?*' later in this brochure).

A tenant generally has a higher level of security of tenure and protection under the law because he or she is covered by the *Residential Tenancies Act 1987*. While boarders and lodgers are not covered by the Act, it's important to know that they still have certain rights.

What if I am renting a room from an existing tenant?

If you are renting all or part of a house from an existing tenant, the tenant should have obtained approval from the landlord before you moved in.

If the tenant has obtained the landlord's approval and agreed that you could have 'exclusive possession' of all or part of the house then you are a sub-tenant.

If the tenant has obtained the landlord's approval and you are staying in a room and paying rent to the tenant, but you do not have 'exclusive possession' of any part of the house, then you are a lodger.

TIP: Make sure the tenant has approval from the landlord before you move in. It is always wise to get the approval in writing.

If you are not sure whether you are a boarder, tenant, lodger or sub-tenant check with the Consumer Protection Advice Line on 1300 30 40 54 or with one of the agencies listed in this brochure.

How do I know if I've got 'exclusive possession'?

'Exclusive possession' is the right to exclude all others, including the owner or landlord, from the house or room being rented.

This is different from exclusive 'occupation' or 'use' where you may have your 'own' room in which no one else can stay without your permission.

If your room has a lock, which physically stops the landlord from entering, this does not automatically mean you have exclusive possession of the room. The 'house rules' may state that the manager or landlord is allowed to come into your room without your permission.

For example, if you receive any services such as cleaning, linen or meals, the landlord would require unrestricted access to the premises or room in order to provide the services, so you would not have exclusive possession.



What if I am offered a place to stay by my employer?

If your employer provides you with a home, you may be a boarder, lodger or tenant, depending on the circumstances.

If your employer provides you with a room in his or her own home, in return for services such as gardening, cleaning or general handiwork instead of paying rent, you are likely to be a boarder or lodger. When you are provided with a room, and perhaps meals, as part of your employment, you are also likely to be a boarder or lodger. In both circumstances, your right to live in your employer's own home may exist only as long as you continue to be employed.

If you rent a house provided by your employer, which is not the employer's own home, you are probably a tenant and will have rights under the Residential Tenancies Act, even if your employment comes to an end.

TIP: Whatever the arrangement, you should put the agreement in writing and make sure it is signed by you and your employer.

What are my rights as a boarder or lodger?

If you are a boarder or lodger, you have a right to:

- expect the house to be clean and tidy and in a reasonable state of repair when you move in and while you are staying in the house, including all the rooms, common areas, facilities, furniture and equipment supplied by the landlord;
- privacy, peace and quiet and to use your room and facilities without interference by the landlord;
- access to your room, toilets and bathrooms;

- access to common areas and facilities such as the laundry and the kitchen;
- security for your room and personal belongings; and
- be made aware of the house rules.

TIP: Your rights as a boarder or lodger may be changed or increased by agreement between you and the landlord.

What are my responsibilities as a boarder or lodger?

This depends on what you have agreed with your landlord. For example, you could be responsible for:

- keeping your room clean and tidy;
- paying your rent when it is due and in the agreed way;
- following the house rules;
- asking your landlord before you keep any pets;
- letting your landlord know about any damage you or your visitors may have caused and paying for that damage;
- letting your landlord know if any of the furniture, fixtures, facilities or equipment needs to be fixed;
- making sure you don't disturb the privacy or peace and quiet of other residents;
- allowing your landlord to enter your room to clean it or in an emergency; and/or
- keeping any vehicle you may own in an agreed place.

What should I do before I move in?

You should decide what type of accommodation suits your needs and whether you want the landlord to provide you with meals and/or to clean your room.

You should inspect the rooms and common areas you will be using before deciding to move in.

Ask yourself these questions:

- How much is the rent?
- Does the rent cover the cost of utilities such as gas, electricity, water or telephone?
- If the rent does not cover the cost of utilities, how will you be charged for them?
- What services will be offered by the landlord and how much extra will they cost? Services provided by the landlord might include providing linen, laundry, meals.
- If you have a special need for medical assistance or require a special diet, will these be provided and what will it cost you?
- How long do you want to live there?
- Will there be a restriction or penalty if you leave after only a short time?
- How much notice do you need to give if you decide to leave, and how much notice will you receive if the landlord asks you to leave?
- Do the rules of the house suit you and your lifestyle?
- Are there any limitations on visitors, noise, hours of entering and leaving, use of common areas, parking or gardening?
- How much do you need to pay before you can move in?

- Do you have to pay a security bond? If so, make sure you ask for a receipt that shows what the payment is for, for example part may be for the bond and part for the rent. If you are paying for rent in advance make sure the receipt shows the rental period covered.
- Has the landlord asked you to sign a written agreement? If so, make sure you read it and that you agree with it before you sign.

Help is available from the agencies listed in this brochure if you have trouble understanding anything in the agreement.

TIP: Always keep a copy of any written agreement. Get a receipt for any payments and keep those receipts.



Can I be evicted?

If you are a boarder or lodger, your landlord may ask you to leave – without any reason – at any time.

However, your landlord must give you ‘reasonable notice’ to leave the premises and take your belongings. The length of notice may have been agreed before you moved in – check any written agreement you may have. If not you should be able to agree about a reasonable time with your landlord, but be aware that you may have to move out at short notice.

What is ‘reasonable notice’?

‘Reasonable notice’ depends on the circumstances of each situation. For example, if you need to make arrangements to move furniture you may need more notice than if you are renting a furnished room.

Important: A landlord can evict you without any reason if you are a boarder or lodger.

Do I need to give any notice before I move out?

As a courtesy, you should let your landlord know about a week in advance if you want to move out. This gives the landlord time to look for another lodger. The length of notice you are required to give may have been agreed to before you moved in – check any written agreement you may have. You should give the landlord time to do a check of your room and arrange for the return of any security bond you may have paid.

Where can I get advice or help to solve a problem?

If you have a problem with your lodging arrangements, you should always try to sort it out by discussing it with your landlord first. If this does not work, you can contact one of the agencies listed in this brochure.

In some instances, you may be able to take civil action in the Magistrates Court. However, before taking such a step you should seek independent legal advice. You should also remember that if you have failed to meet your responsibilities as a boarder or a lodger, your landlord is entitled to take action against you in court.



For more information and general advice:

Consumer Protection Advice Line: 1300 30 40 54
(8.30am – 5.00pm weekdays)

Website: www.commerce.wa.gov.au

Email: consumer@commerce.wa.gov.au

Citizens Advice Bureau (08) 9221 5711

Tenants Advice Service (08) 9221 0088

For legal advice you can call:

Legal Aid Infoline 1300 65 05 79

Community lawyers offer legal advice free of charge or for a low cost fixed fee. They are also available in some regional areas – check with your local council for details of community lawyers in your area.

If you think you have been discriminated against on such grounds as your age, marital status, impairment, gender or race, you should contact the Equal Opportunity Commission on (08) 9216 3900.

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**Department of Commerce
Consumer Protection Division**

Advice Line 1300 30 40 54

(for the cost of a local call statewide)
8.30 – 5.00pm weekdays

Forrest Centre
219 St Georges Terrace
Perth Western Australia 6000

Locked Bag 14 Cloisters Square
Western Australia 6850

Administration: (08) 9282 0777

Facsimilie: (08) 9282 0850

National Relay Service: 13 36 77

Website: www.commerce.wa.gov.au

Email: online@commerce.wa.gov.au

Regional offices

Goldfields/Esperance (08) 9026 3250

Great Southern (08) 9842 8366

Kimberley (08) 9191 8400

Mid-West (08) 9920 9800

North-West (08) 9185 0900

South-West (08) 9722 2888

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