

Renting – disaster advice

Consumer Affairs Victoria

Rental agreements (leases) and notices

The current floods in Victoria are resulting in widespread damage to residential properties. The following information is for renters (tenants) and rental providers (landlords), covering rights and responsibilities when rental properties have been damaged or destroyed.

Ending the rental agreement when the property has been destroyed

If the property was totally destroyed or damaged so that it is unsafe or unfit to live in, either the renter or the rental provider can issue a notice to end the rental agreement immediately.

Alternative accommodation after the property has been destroyed

A rental provider is not legally obliged to provide alternative accommodation for a renter; their responsibilities end with the termination of the rental agreement.

Emergency assistance may be available to help renters with accommodation.

Ending the rental agreement when the property is still intact

Renters

If the property is still intact but the renter no longer wishes to live there, they must negotiate with the rental provider to end the rental agreement.

If the rental provider does not agree to terminate the rental agreement, the renter can end a periodic (month-by-month) rental agreement by giving the rental provider or agent a 28-day notice of intention to vacate.

If a renter leaves the property without the rental provider's agreement, before the notice period has expired or prior to the end of a fixed-term rental agreement, they will be breaking the rental agreement. The renter may be required to compensate the rental provider for lost rent, re-advertising costs and any re-letting fee.

If there is a dispute, contact [Consumer Affairs Victoria](#).

Rental providers (landlords)

When a rental provider wants a renter to move out of the property, they can either talk to the renter to reach an agreement or give the renter a notice to vacate.


A notice to vacate is a formal statement that the rental provider wants to end the rental agreement.

A rental provider can **only** give a notice to vacate **for certain reasons** listed under the law. Other reasons for giving a notice are not valid.

A rental provider cannot give a notice to vacate without a reason.

Some of the reasons a rental provider can give a notice to vacate include:

- the premises are unfit for human habitation, destroyed totally, or destroyed to the extent that they are unsafe – a rental provider can give immediate notice to end an agreement early for this reason
- reconstruction, repairs or renovations are planned and cannot go ahead unless the renter vacates – a rental provider cannot end a fixed-term rental agreement early for this reason but can



end a rental agreement for this reason after that time. They must give 60 days' notice and include specific evidence that the repairs are planned.

A rental provider cannot give a renter notice to vacate for requesting repairs.

More information on requirements for notices to vacate is available on the [Consumer Affairs Victoria website](#).

Emergency assistance

Flood Recovery Hotline

The [Flood Recovery Hotline](#) is a single state-wide number for Victorians affected by the October 2022 floods. It can help with:

- navigating available support
- clean-up
- temporary accommodation
- mental health and wellbeing support.

Call the Flood Recovery Hotline on **1800 560 760**. It is open from 7.30am to 7.30pm every day.

Emergency financial assistance

Financial assistance is available for community members whose homes have been impacted by the current flood emergency in Victoria.

The Victorian government provides a one-off payment to help meet immediate needs, including emergency food, shelter, clothing, medication and accommodation.

Complete the [online application form](#).

Re-establishment assistance

A one-off emergency payment is available if your home is damaged, destroyed or inaccessible for more than 7 days.

Call the Flood Recovery Hotline to apply on 1800 560 760.

Rental bonds

Bond refunds

If the property was destroyed or is unfit to live in and the rental agreement has ended, the bond should be returned to the renter.

If the property was not destroyed but the rental agreement is to end, the usual arrangements for the refund of the bond apply.

Renters should expect a refund of the bond, less any mutually agreed expenses incurred by the rental provider to clean or repair the property. These expenses can only be for damage caused by the renter, **not** damage caused by the disaster.

Claiming all or part of the bond to cover damage caused by a disaster

A rental provider can only claim bond money at the end of a rental agreement for the cost of repairs or cleaning due to the renter's use of the property.



Compensation for renter possessions destroyed or damaged in a disaster

Normally, a renter is responsible for their own contents insurance.

Unless the renter provider can be shown to be negligent, the renter will bear the cost of damage to their possessions.

Rent

Paying the rent by direct debit on a property that is not liveable

Renters should contact their rental provider, agent or financial institution and ask for the direct debit to be cancelled.

If a renter is unsuccessful or cannot find their details, they should contact [Consumer Affairs Victoria](#).

Reducing the rent because the property has become damaged

If a disaster has caused damage to property facilities such as the garage, swimming pool, sheds or outbuildings, the rental provider should consider reducing the rent.

The law does not say that a rental provider has to do this, but it is reasonable to reduce or waive rent because they are not meeting their duties in the rental agreement.

If the rental provider and renter agree on reduced rent or paying for some of the renter's costs, they should record what they decide in writing.

Renters can contact [Consumer Affairs Victoria](#) for help assessing rent or repairs if they cannot reach agreement with their rental provider.

Repairs and utility services

Responsibility for cleaning debris caused by a disaster

The rental provider is responsible for maintaining the property, including cleaning or clearing any debris caused by a disaster.

Before arranging cleaning, the rental provider should contact the local authorities, such as the emergency services, who may already have a cleaning program in place.

The renter is only responsible for any cleaning that arises from their use of the property.

Repairs on a damaged property

If the damage caused by a disaster is relatively minor, the renter can serve a notice to the rental provider for the repairs to be carried out within 14 days.

If repairs are urgently required, the renter should contact their rental provider immediately and explain that urgent repairs are needed.

Please be aware that there may be delays as it may be difficult to get tradespeople to a property when many properties may need repair at the same time.

However, the renter should contact [Consumer Affairs Victoria](#) if the rental provider does not arrange for urgent repairs to be fixed when the renter asks for them.

Rental provider inspection of damage to a rental property

If a property has been destroyed or damaged so that it is unfit to live in, a rental provider can inspect it at any time, as long as they have the permission of local authorities.

The rental provider should contact the police or emergency services before travelling to a disaster area.



The usual arrangements for inspections apply if the property is still rented and the renter is living there. A rental provider can inspect the property provided they give the renter appropriate notice.

Responsibility for arranging for utility services to be restored

If a utility service has been cut off because of damage to the property, the rental provider is responsible for repairing the property so the service can be restored.

If there is no damage to the property, the renter must contact the utility company and arrange for services to be restored.

Be aware of fake tradies

Fake tradies and unlicensed traders target disaster-affected areas, offering cheap, cash-only repairs to roofs, driveways and fences.

Don't engage with anyone who approaches or contacts you offering special rates or discounts that seem to be too good to be true.

Do a background check of every tradesperson or business before engaging their services.

If rental providers or renters suspect fake tradies in your area, call the national hotline on 1300 133 408.