

# Rooming house agreements

## Information about rooming house agreements and SACAT matters

### What is a rooming house?

A rooming house is a residential property where rooms are available for rent to three or more people.

The person who owns and operates the rooming house is the rooming house proprietor. The people who rent rooms in a rooming house are residents.

### What is a rooming house agreement?

If there is a written agreement between the rooming house proprietor and the resident, this is a rooming house agreement.

A rooming house agreement does not have to be in writing. A rooming house agreement is a legal document that sets out the rights and responsibilities of the resident and proprietor.

A resident is entitled to a copy of the agreement.

### House Rules

A proprietor of a rooming house may make written rules about conduct or behaviour of the residents. These rules must be made for the purpose of enhancing the health or safety of persons or the safety of property and they are required to be consistent with the *Residential Tenancies Act 1995* and any other Act or law.

The rooming house proprietor must ensure that a copy of any rules is readily accessible to residents and if a resident requests that a copy be provided, then the proprietor must provide them with a copy.

### Terminating a Rooming House Agreement

#### Failure to pay rent

If the resident fails to pay rent for two weeks, the proprietor may give the resident a written notice informing them that if the amount is not paid in full within 2 days the rooming house agreement is terminated and the resident must vacate the premises.

#### Other breach or breach of the House Rules

If a resident breaches a term of the rooming house agreement or a house rule, the proprietor may give the resident a written notice informing the resident that the rooming house agreement is terminated on a specified day.

The notice must allow the resident 7 days after the notice has been given to vacate the rooming house.

#### Serious breach of a rooming house agreement

If a resident, or a guest of the resident:

- causes serious damage to the rooming house
- creates a danger to a person or property in the rooming house
- seriously interrupts the privacy, peace, comfort or quiet enjoyment of another resident

the proprietor may give the resident a written notice terminating the agreement immediately or on some later date, and requiring the resident vacate the premises immediately or on a specified day.

If a resident does not vacate on the specified date in a notice of termination then the rooming house proprietor may apply to SACAT for an order for possession of the resident's room. That order is enforceable by a Tribunal bailiff.

## What happens if a resident disagrees with a notice of termination

If a resident has been served with a notice of termination but the resident disagrees with it, then the resident can apply to SACAT seeking orders permitting the resident to remain at the rooming house and ancillary/consequential orders (i.e. if there is a dispute about rent, the Tribunal can be asked to make a decision about rent).

### Notice of Termination

Written notice should be in a form approved by the Commissioner for Consumer Affairs.

You can access these forms at: [SA.GOV.AU - Forms and fact sheets for rooming houses](https://www.sa.gov.au/forms-and-fact-sheets-for-rooming-houses).

These forms are available under the heading 'Termination notices'. There is a form specific for termination of a rooming house agreement due to rent arrears, and a separate form for termination of an agreement for a reason other than rent arrears.

### Other rooming house disputes

The *Residential Tenancies Act 1995* creates various rights and obligations between parties to a rooming house agreement.

Either the proprietor or the resident may apply to the Tribunal if there is a dispute about the agreement or their rights and obligations under the Act.

If the parties are in doubt about their rights and obligations, then they should contact the Tenancies Advice line of Consumer and Business Services on 131 882.

### Applying to SACAT

All applications to SACAT are completed through our online application form which you can find at our website: [www.sacat.sa.gov.au](http://www.sacat.sa.gov.au).

All the information you are required to provide will be contained in the online application form.

If you are unable to complete the form online, you can contact the Tribunal for assistance on 1800 723 767. You can also visit SACAT's offices at Level 4 or 7, 100 Pirie Street, and use a computer at one of SACAT's public kiosks.

### Fees

You must generally pay a fee when you make an application to SACAT. However, this depends on the type of application you are making and your role in the matter.

The online application form will tell you the applicable fee for your application. You must pay this fee at the time of making your application or you may make an application for the fee to be waived.

SACAT will not do anything with your application until any applicable fees have been paid or waived.

Further information about SACAT fees and charges is available at our website, [Fees and charges](#) and [Fee waivers and exemptions](#).

### Contact the Tribunal

If you would like to speak to a staff member about applications regarding rooming house disputes, please telephone SACAT on 1800 723 767 (select option 4 and then option 1).

This information sheet does not constitute legal advice and does not relate to the circumstances of any individual matter. If you wish to have legal advice you should seek that independently.