

# Rental properties - minimum standards

Rental providers (landlords) must make sure a property meets minimum standards on or before the day a renter moves in.

If the property does not meet minimum standards, renters can end their rental agreement (lease) before moving in or they can request an urgent repair.

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There are special rules for [minimum standards in rooming houses](https://www.consumer.vic.gov.au/housing/renting/repairs-alterations-safety-and-pets/minimum-standards/rooming-house-minimum-standards) (<https://www.consumer.vic.gov.au/housing/renting/repairs-alterations-safety-and-pets/minimum-standards/rooming-house-minimum-standards>).

## Definition of minimum standards

The minimum standards apply to rental agreements that:

- started after 29 March 2021
- started before 29 March 2021 **and** roll over into periodic agreements on or after 29 March 2021.

Rolling over to a periodic agreement is considered starting a new agreement, even if occupancy began before 29 March 2021.

Minimum standards do not apply to rental agreements that started before 29 March 2021 and rolled over into a periodic agreement before 29 March 2021.

The minimum standards are divided into 14 categories. All rental properties must meet the standards for each category.

## Locks

The property's external entry doors must have functioning deadlatches or be fitted with locks that can be unlocked with a key from the outside but can be unlocked without one from the inside.

The only cases where a deadlatch doesn't have to be fitted to a door are when:

- a door cannot be secured with a deadlatch - for example, because of its position
- it is a screen door in the same door frame as an external door
- a different type of lock or device is required under another Act or law
- the door is not directly accessible because there is another type of security barrier, such as a locked door to an apartment building, or a locked gate
- the property is registered under the *Heritage Act 2017* and has an approved exemption from the standard.

Read more about [locks and security](https://www.consumer.vic.gov.au/housing/renting/repairs-alterations-safety-and-pets/keeping-the-property-safe/locks-and-security) (<https://www.consumer.vic.gov.au/housing/renting/repairs-alterations-safety-and-pets/keeping-the-property-safe/locks-and-security>).

## Vermin proof bins

Rental providers must supply a rubbish bin and a recycling bin for the renter to use. The bins can be provided by the local council or purchased elsewhere, as long as they are vermin proof and meet council collection standards.

## Toilets

The property's toilet must be in good working order and connected to either:

- pipes that carry the sewage to a treatment plant (a reticulated sewerage system)
- a wastewater treatment system permitted under the [Code of practice – Onsite wastewater management at EPA Victoria](https://www.epa.vic.gov.au/about-epa/publications/891-4) (<https://www.epa.vic.gov.au/about-epa/publications/891-4>)
- any other system approved by the local council.

The toilet must be in a separate room in the property, either by itself, or in an appropriate room like a bathroom or in a combined bathroom-laundry.

## Bathroom

A rental property's bathroom must have a washbasin and a shower or bath, and be connected to a reasonable supply of hot and cold water.

Showers must have a shower head with a 3-star water efficiency rating. If one cannot be installed, for example because of the property's age, then a shower head with a 1- or 2-star rating is acceptable.

## Kitchen

The property must have a kitchen with:

- a dedicated cooking and food preparation area

- a sink in good working order connected to a reasonable supply of hot and cold water
- a stovetop in good working order that has two or more burners.

If there is an oven, it needs to be in good working order.

These requirements do not apply if the property is listed in the [heritage register at Heritage Council Victoria \(https://heritagecouncil.vic.gov.au/heritage-protection/register/\)](https://heritagecouncil.vic.gov.au/heritage-protection/register/) and has an approved exemption from the standard.

## Laundry

If there is a laundry on the property, it must be connected to a reasonable supply of hot and cold water.

## Structural soundness

The property must be structurally sound and weatherproof.

## Mould and damp

All rooms must be free from mould and damp caused by or related to the building structure.

## Electrical safety

On 29 March 2023, the electrical safety rental minimum standard will commence.

The electrical safety standard requires that rental properties must have modern style switchboards, with circuit breakers and electrical safety switches installed. Electrical safety switches are correctly known as residual current devices (RCD, RCCB or RCBO).

Rental providers are responsible for ensuring their rental property complies with the electrical safety standard by engaging a licensed or registered electrician.

Rental providers are encouraged to engage an electrician early to ensure that they are meeting their legislative obligations.

### **If your rented premises has a circuit breaker type switchboard**

The rented premises can meet the new minimum standard if the electrician adds circuit breaker components to the power outlets and lighting circuits, without the need to add to or modify the circuit protection to other circuits (such as fixed cooking equipment, hot water units or air-conditioning circuits).

The circuit breaker components include:

- an overcurrent circuit breaker and a residual current device (RCDs), or
- an overcurrent circuit breaker and a residual current operated circuit-breakers without integral overcurrent protection (RCCBs), or

- a residual current operated circuit-breaker with integral overcurrent protection (RCBOs).

## **If your rented premises does not have a circuit breaker type switchboard**

Some properties do not have circuit breaker type switchboards, such as older properties that have a panel and fuse board or a federal fuse board.

With these older type fuse boards, an electrician may not have the option of adding circuit breaker components (such as RCDs, RCCBs or RCBOs) and may have to replace the entire switchboard to ensure the rented premises meets the electrical safety standard. In this case, circuit breaker components will be required for all the circuits at the switchboard, including fixed cooking equipment, hot water units and air-conditioning circuits.

## **Window coverings**

From 29 March 2022, windows in rooms likely to be used as bedrooms or living areas must be fitted with curtains or blinds that can be closed, block light and provide privacy.

## **Windows**

All external windows in a rental property that can be opened must be lockable. They must also be able to be left open or closed. If the window can't have a lock fitted, it must have a functioning latch to keep it closed.

## **Lighting**

Inside rooms, corridors and hallways must have access to light to make the areas functional. During the day, natural light can include light borrowed from an adjoining room and at night, renters should have access to artificial light.

These requirements do not apply if the property is registered under the *Heritage Act 2017* and has an approved exemption from the standard.

## **Ventilation**

Rental properties must have adequate ventilation in all rooms including the bathroom, shower, toilet and laundry.

The property must meet the appropriate ventilation requirements of the Building Code of Australia, which are different for different kinds of properties. You can search resources in the [Australian Building Codes Board resources library \(https://www.abcb.gov.au/Resources/All-Resources\)](https://www.abcb.gov.au/Resources/All-Resources).

## **Heating**

Rental properties must have a fixed heater (not portable) in good working order in the main living area. If a fixed heater has not been installed in the main living area by 29 March 2021, the rental provider must install an energy efficient heater.

From 29 March 2023, the heater must also meet energy efficiency standards. This means that if a renter enters into a rental agreement from 29 March 2023, there must be a fixed energy efficient heater in the main living area. If there is an existing fixed heater that is not energy efficient, the rental provider must upgrade it.

An energy efficient fixed heater must be one of the following:

- a non-ducted air conditioner or heat pump with a 2 star or above energy rating
- a gas space heater with a 2 star or above energy rating
- a ducted heating or hydronic heating system with an outlet in the main living area
- a domestic solid fuel burning appliance, such as a fireplace or wood burning stove.

In some apartment blocks it may not be practical to install an energy efficient heater - because of owner's corporation rules, or costs, for example.

It may be unreasonable to install an energy efficient heater because:

it would cost more:

- than the average cost of installation
- to meet other Acts or local laws
- owners corporation rules prohibit it.

If this is the case, the rental provider must still install a fixed heater in the main living area.

If a rental provider considers that it would be unreasonable to install an energy efficient fixed heater, they should:

- have evidence to show that it is unreasonable, and
- let the renter know before they enter into a rental agreement.

You can download our guide for more information: [Minimum rental standards for heating - Residential Tenancies Regulations 2021 \(https://www.consumer.vic.gov.au/library/publications/housing-and-accommodation/renting/minimum-rental-standards-for-heating--residential-tenancies-regulations-2021.docx\)](https://www.consumer.vic.gov.au/library/publications/housing-and-accommodation/renting/minimum-rental-standards-for-heating--residential-tenancies-regulations-2021.docx).

## **Renters' rights if the property does not meet minimum standards**

Renters should inspect a property to make sure it meets minimum standards before they sign a rental agreement.

If the property does not meet minimum standards, the renter can request that the rental provider make repairs or changes before signing the agreement or before they move in.

If a rental agreement has been signed but the renter has not moved in yet, and the property does not meet minimum standards, the renter can:

- end the rental agreement immediately without fees by notifying the rental provider that the property does not meet minimum standards.
- move in anyway, then make a request for urgent repairs (<https://www.consumer.vic.gov.au/housing/renting/repairs-alterations-safety-and-pets/repairs/repairs-in-rental-properties>).

If a property falls below minimum standards any time during a rental agreement, the renter can make a request for urgent repairs (<https://www.consumer.vic.gov.au/housing/renting/repairs-alterations-safety-and-pets/repairs/repairs-in-rental-properties>) to meet the standards.

## Rental providers' responsibilities to meet minimum standards

There are penalties for failing to provide a property that meets minimum standards. There are also consequences for not carrying out requested repairs to bring a property up to minimum standards.

### When a rental provider fails to repair the property

If a rental provider does not respond to a request for an urgent repair, the renter may apply to VCAT (<https://www.vcat.vic.gov.au/case-types/residential-tenancies/apply-residential-tenancies>) for an order requiring the rental provider to carry out the repairs.

Alternatively, if the repairs will cost less than \$2500 and the renter can afford to pay for them, then the renter may arrange the repairs themselves. In this case, the rental provider will have to pay back the renter for the reasonable costs of repair.

VCAT can also order that while awaiting repairs, rent payments be redirected into a rent special account for a certain amount of time, called a specified period. A rent special account is a trust account that can hold rent that would usually go to the rental provider. At the end of the specified period:

- If the urgent repairs have been made, the rental provider can apply for VCAT to pay them the rent in the rent special account.
- If the repairs have not been made and the property does not meet the minimum standards, the renter can apply to VCAT to pay them some or all of the rent in the rent special account.

### Failure to repair due to financial hardship

In determining whether to redirect rent payments into a rent special account due to failure to repair a property, VCAT will consider if the rental provider is in financial hardship.

If this is the case, the rental provider must provide documented evidence of financial hardship to VCAT.

## Sections of the Act

If you want to know what the law says about minimum standards for rental properties, you can read these sections of the *Residential Tenancies Act 1997* (<https://www.legislation.vic.gov.au/in-force/acts/residential-tenancies-act-1997>):

- Section 65A – Occupation of rented premises that do not comply with rental minimum standards
- Section 72 – Urgent repairs
- Section 77 – Payment of rent into Rent Special Account

Last updated: 9 February 2023

The department acknowledges Aboriginal and Torres Strait Islander people as the Traditional Custodians of the land and acknowledges and pays respect to their Elders, past and present.



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