

in. Any consent by landlord should be put in writing. Tenants are responsible for repairing any damage that may result from the removal of a fixture, which they have added at any stage during the tenancy.

Ending the tenancy

Written notice of **approximately 28 days** must be given to the other party if a tenancy agreement is to be ended. A notice of termination must:

- be in writing
- state the address of the premises
- be signed and dated
- allow the required period of time
- give the date on which the tenant intends to, or is requested to, move out
- give reasons for ending the agreement (if any)

The notice period is counted from the day after the notice is served. The tenant can write to the landlord for an extension of stay **before the 28 days notice expires**.

Breaking an agreement early

If a landlord wishes to break an agreement early, the tenant is not obliged to comply. A tenant may however, consent to an early termination, perhaps in return of expenses and compensation.

If a tenant believes that they cannot stay in the premises for the full term of the agreement or continue to pay the rent, they should notify the landlord or agent. A tenant who breaks an agreement early must pay compensation for loss of rent until another tenant is found and commences his or her tenancy, or until the agreement ends, whichever occurs first.

Refund of bond

At the end of a tenancy the tenant is responsible to leave the premises as nearly as possible in the same condition, fair wear and tear excepted, as set out in

the original premises inspection report. Fair wear and tear means the deterioration that occurs over time with the reasonable use of the premises by the tenant and the ordinary operation of natural elements, even though the premises receive reasonable care and maintenance.

At the end of the tenancy, after the final inspection of the premises by the landlord or agent, the bond money should be refunded. The bond will not be paid out straightaway but **preferably within 14 days of moving out**. If there is a dispute regarding the condition of the premises or any rental or other arrears, refund of the bond money may be a disputed matter.

Resolving Problems

Carefully read the terms and conditions of your tenancy agreement and consider if they are in compliance with the residential tenancy laws. It is always best for a tenant and a landlord/agent to try and solve any problems between themselves.

Tenancy service: The Consumer Council of Fiji or Prices and Incomes Board (problems relating to rent increases) have consumer advisory officers to assist you. If, the problem or dispute still exists, the Consumer Council complaints and advisory officers are able to mediate between the parties to try to reach a settlement acceptable to both sides.

It is recognized that information and mediation will not resolve every tenancy problem or dispute. Some matters may need to be taken to Small Claims Tribunal (see a separate brochure for this).

Tenancy in squatter settlements

According to the Lands Department squatters are **illegal tenants** and so are prevented from

earning any rental income. All complaints regarding tenancy in squatter settlements should be taken to the Lands Department.

When can a bailiff's services be used?

A bailiff can only serve a distress notice for arrears of rent or seek vacation of the tenant following a violation of the tenancy agreement **pursuant to a Court Order**. A bailiff cannot just walk into a premise and throw out a tenant or his or her belongings. It is advisable to seek assistance from police in such circumstances.

For further information, advice or enquiry, contact the Consumer Council of Fiji office or the addresses of other consumer protection agencies nearest to you:

Suva 4 Carnarvon St
Private Mail Bag
Tel: 330 0792 / 3305 478
Fax: 3300115
Email: consumer@consumersfiji.org
Lautoka Suite 4, Popular Bldg, Vidilo St
PO Box 5396
Tel: 6664 987
Fax: 6652846
Email: consumerltk@connect.com.fj
Labasa 19 Jaduram St
PO Box 64
Tel: 8812 559
Fax: 8812 559
Email: colbs@connect.com.fj

www.consumersfiji.org



THE RENTING GUIDE

Your rights and responsibilities as a tenant or landlord



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THE RENTING GUIDE

Purpose of the brochure

This brochure is designed as a guide to all tenants, landlords, and agents involved in renting residential premises in Fiji. It explains in simple language their rights and responsibilities.

The **Fair Rents and Distress for Rent Acts of 1978** sets out the provisions by which landlords and tenants must operate. The ACT applies whenever a house, a unit, part of a house or unit, or any other property is rented and intended to be used as someone's usual place of residence.

Some practical issues

Inspection of premises

Inspect the property thoroughly and ensure that faults are clearly pointed out to the landlord in writing. The record of inspection provides clear proof of the condition of the premises should there be any dispute over your bond money when you leave. If you are able to negotiate certain improvements, ensure that the agent or landlord commits himself/herself in writing, including dates for completion.

Tenancy agreement

There should be a written tenancy agreement between the landlords and tenants. The tenant must be given time to read and understand the tenancy agreement before being asked to sign. The Consumer Council of Fiji has a pro forma tenancy agreement for landlords and tenants which can be accessed at www.consumersfiji.org

Additional terms may be added to the agreement so long as they do not breach any provisions of the

residential tenancy laws. **Any such terms are not binding or enforceable, even though the tenant may sign the agreement.**

Rental bond

A rental bond is an amount of money paid by a tenant as a form of security for the landlord against any future breaches of the tenancy agreement. The maximum rental bond that can be asked for is not stipulated in the Act but is usually acceptable for **4 weeks rent**. The amount of bond that is to be paid should be written on the agreement. This amount cannot be increased during the tenancy, even if rent increases.

Rent

Rent is the main charge that tenants have to pay on a regular basis. The level of rent should be agreed upon before the tenancy begins, and the figure should be written on the tenancy agreement.

Rent receipts

Section 21 of the Fair Rents Act states that **receipts must always be given for rents paid**. Not providing a receipt is an offence. Receipts for rent must show:

- the address of the premises
- the name of the tenant
- the name of the landlord or agent
- the amount of rent paid
- the date the rent was paid
- the period of time which the rent covers.

It is advisable that receipts be kept by landlords or agents and tenants until after the end of tenancy.

How can rent be increased?

Before a landlord can increase the rent he/she must first give **90 days** or three months notice to the Prices and Incomes Board (PIB). PIB is then required to process the notice and approve or disapprove the rent increase. Any increase in residential rent without prior approval can be challenged by a tenant by taking it up with the PIB.

Utility charges

In most residential tenancy cases there is no individual meter for the rented premises and the water or electricity usage is shared. It is advisable that the amount to be paid by the tenant is stated in the tenancy agreement in such cases. A tenant should only be charged for the metered amount of water and electricity which they use. For this reason it is important that the utility meters be read and the figure noted in writing before the start of each tenancy and during the tenancy period.

Privacy and Access

Tenants have a basic right to privacy and quiet enjoyment of the premises that must be respected by their landlord.

The landlord, agent or other authorized person may enter the premises only in the following circumstances:

- to carry out a general inspection of the premises if the tenant is given prior notice or if the visit dates are mentioned in the tenancy agreement;
- to carry out necessary repairs;
- to show the premise to prospective tenants or prospective buyers by giving 'reasonable' notice to existing tenant on each occasion;
- if there is good reason for the landlord to believe that the premises have been abandoned by the tenant;

- in an emergency; or
- if the tenant agrees.

Repairs

It is the general responsibility of the landlord to make sure the premises are reasonably clean and fit to live in at the start of the tenancy. Landlords are obliged to organize any urgent repair, possibly within **30 days of the receipt** of such notice to carry out repairs. Under no circumstances should the tenant stop paying the rent if repairs are not carried out. There are provisions in **Section 16 of the Fair Rents Act** for the tenant to carry out the repairs and deduct the reasonable cost of so doing from any rent payable or to become payable by him or her to the landlord. (Please seek further advice on this).

Responsibilities of tenants over the premises

The tenant must keep the premises in a reasonable state of cleanliness. Tenants must notify the landlord or agent of any damage to the premises as soon as practicable, regardless of who or what caused the damage. If it is recommended that this notice be put in writing.

A tenant is responsible for damage caused by other occupants of the premises or any persons the tenant allows on the premises.

A tenant **cannot**, except with the landlord's written permission, attach any fixture or make any renovation, alteration or addition to the premises. This ranges from small items such as putting picture hooks into the wall, adding locks or having a telephone installed, to larger matters like painting the whole premises.

Tenants should discuss any proposals to add, alter or renovate on the premises prior to moving