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THE ULTIMATE TENANT GUIDE:

WHAT TO DO BEFORE YOU
MOVE OUT

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Abstract

Moving out of a rental property can be overwhelming, especially with the responsibilities that come with ending a lease. This guide is designed to help tenants stay organised and stress-free during the transition. From understanding lease agreements to preparing the kitchen, bathroom, and outdoor areas, it outlines the key steps every tenant should follow before handing over the keys. With a focus on final inspection readiness and bond recovery, this resource ensures tenants leave their rental in top condition and avoid common pitfalls along the way.



Getting Started

I. Understanding Your Lease Terms And Notice Period

What Is a Lease?

Leases are a cornerstone of property rental agreements, defining the relationship between the tenant (lessee) and the landlord (lessor). These legally binding contracts outline the conditions under which one party agrees to rent a property from another. In exchange, the lessee is granted access to the property, while the lessor receives regular payments for a specified duration. If either party fails to meet the obligations, legal consequences may arise. A lease is a form of incorporeal right.

Key Takeaways

A lease is a legal, binding contract outlining the terms under which one party agrees to rent property owned by another party.

It guarantees the tenant or lessee use of the property and, in exchange, regular payments for a specified period to the property owner or landlord.

Residential leases tend to be the same for all tenants, but several commercial leases exist.

Consequences for breaking leases range from mild to damaging, depending on the circumstances under which they are broken.

Certain protected groups can vacate their leases without any consequences, but proof is usually required.



Understanding a Lease

Leases are legal and binding contracts that set forth the terms of rental agreements in real estate and real and personal property. The contract specifies the amount of rent, the duration of the lease, the responsibilities of both parties and the consequences of breaching the agreement. For example, a residential lease typically includes:

- ✓ The property address
- ✓ Landlord and tenant responsibilities
- ✓ The rent amount
- ✓ Security deposit
- ✓ Rent due date
- ✓ Consequences for breach of contract
- ✓ Lease duration
- ✓ Pet policies

Not all leases are designed the same, but they have some common features. These include the rent amount, the due date of rent, and the expiration date of the lease. The landlord requires the tenant to sign the lease, thereby agreeing to its terms before occupying the property.

Most residential leases are standard, with the same terms for all tenants. Leases for commercial properties, on the other hand, are usually negotiated in accordance with the specific lessee and typically run from one to 10 years. Larger tenants often have longer, complex lease agreements.

Types of Leases

Beyond residential leases, tenants who lease commercial properties have a variety of lease types available, all of which are structured to assign more responsibility on the tenant and provide greater up-front profit for the landlord.

Some commercial leases require the tenant to pay rent plus the landlord's operational costs, while others require tenants to pay rent plus property taxes and insurance. The four most common types of commercial real estate leases include:

- ✓ Single-Net Leases: In this kind of lease, the tenant is responsible for paying property taxes.
- ✓ Double-Net Leases: These leases make a tenant responsible for property taxes and insurance.
- ✓ Triple-Net Leases: Tenants who sign these leases pay property taxes, insurance, and maintenance costs.
- ✓ Gross Leases: Tenants pay rent while the landlord is responsible for other costs.

How Do Leases Work?

Leases are generally legally binding contracts between the lessor and the lessee. They involve a piece of property rented out by the owner (lessor) to the tenant (lessee). Leases can be verbal agreements but are usually drawn up in writing. Both parties agree to the terms of the lease, including the rental amount, length of time for the contract, as well as

any consequences that may result if either party doesn't uphold the terms and conditions of the contract.

What Benefits Do Leases Provide for Landlords and Tenants?

A lease benefits both parties by providing a clear framework for the rental relationship. For landlords, a lease ensures regular income and protects their property. For tenants, a lease offers legal assurance regarding their rights to occupy the property and provides transparency on their responsibilities. It also outlines the penalties for breaking the lease, ensuring both parties understand the consequences of non-compliance.



Can You Break a Lease?

Breaking a lease should be a last resort, as there may be legal or financial consequences. Tenants may be required to pay penalties or the remaining balance on the lease. Breaking the lease can sometimes negatively impact a tenant's credit score. Landlords may also face challenges if they break the lease, including providing alternate accommodations or dealing with legal disputes.

However, tenants and landlords can often resolve issues amicably through communication. If either party faces circumstances that necessitate breaking the lease, it's advisable to negotiate the terms and explore options to avoid unnecessary penalties.

Leases play a pivotal role in establishing clear, enforceable rental agreements. Both landlords and tenants benefit from having a defined framework for the rental process. While breaking a lease can lead to negative consequences, certain groups are protected by law, allowing for more flexibility. Whether you are renting residential or commercial property, understanding your lease terms and responsibilities is crucial to maintaining a successful rental arrangement.

Residential rental agreements

A rental agreement used to be called a lease or a residential tenancy agreement. It is a contract between the renter (tenant) and rental provider (landlord).



There are 3 types of rental agreements for residential properties such as houses, units and apartments.

There are different agreements for rooming houses, caravan parks, and site tenants in residential parks and villages.

What should be in a rental agreement (lease)

- ✓ Rental agreements should include:
- ✓ the amount of rent and how it is to be paid
- ✓ how rent increases will be calculated

- ✓ the length and type of agreement
- ✓ the amount of bond
- ✓ other conditions and rules
- ✓ any special terms.

Different types of residential rental agreements (leases)

There are 3 types of residential rental agreements:

- ✓ short fixed-term agreements
- ✓ long fixed-term agreements
- ✓ periodic (month to month) agreements.

➤ Short fixed-term agreements

Most fixed-term agreements are short-term. They might be for 6 or 12 months, but they can be up to 5 years.

Short-term agreements can be written or verbal, but we recommended using written agreements.

➤ Long fixed-term agreements

Long fixed-term agreements are for more than 5 years.

People might choose a long-term agreement because it offers more security and stability. It also lets people agree before they sign the agreement about things like how rent increases will be calculated and making changes to the property.

There are some different laws for long-term agreements. These include:

- ✓ Bond top ups. Rental providers can ask for additional bond after the renter has been living in the property for 5 years and there is a long-term agreement for another 5 or more years.
- ✓ Renters installing fixtures and altering the property. A rental provider and renter can agree on some changes before signing a long-term agreement. If those changes are written into the agreement, the renter does not need to get any other permission from the rental provider before making them.
- ✓ Breaking the agreement. Renters who leave early may have to pay one month's rent for every full year remaining on the agreement up to a maximum of 6 months.

Long-term agreements must be in writing. If not, the renter can end the agreement at any time by giving the rental provider 28 days' notice. The renter will not have to pay a penalty.

➤ **Periodic (month to month) agreements**

Month to month agreements do not have an end date.

When a fixed-term rental agreement ends, it will automatically turn into a periodic agreement, unless either the rental provider or the renter gives notice to end the agreement or chooses to start a new fixed-term agreement.

Usually, the renter does not sign a new agreement when a fixed-term agreement becomes a month to month agreement. However, if a rental provider or renter wish to enter into a written period agreement, they must use the prescribed form: Form 1 - Residential rental agreement (Word, 1.5MB).

If the fixed-term agreement was for 5 years or less, the terms and conditions of the original agreement still apply to the new periodic agreement.

If a long fixed-term agreement ends, and it rolls over into a periodic agreement, the rules of that periodic agreement will be the standard fixed term agreement of 5 years or less at the time the lease ends.

Before moving in

Before a renter moves in, the rental provider or agent must give them:

- ✓ a copy of the rental agreement if it's in writing
- ✓ a copy of the Renters guide either as a paper copy or digitally if the renter agreed to receive documents electronically
- ✓ a phone number in case the renter needs urgent repairs done out of business hours
- ✓ the rental provider or agent's full name, a postal address for sending them documents, and an email address (if they agreed to receive notices and documents electronically)
- ✓ a set of keys for each renter who signed the agreement
- ✓ a condition report (2 copies or 1 electronic).

Changing agreements (leases)

Renters and rental providers can agree to change from one kind of agreement to another. They can:

- ✓ mutually agree to end the current agreement early and start the new agreement
- ✓ wait until the current agreement ends and then start a new agreement.

When a fixed-term rental agreement ends, it will automatically turn into a periodic agreement, unless either the rental provider or the renter gives notice to end the agreement. However, you can both agree to start another fixed-term agreement.

Conditions that cannot be in an agreement (lease)

Agreements can include additional conditions if the renter or rental provider requests them, but there are some conditions that are not allowed.

If one of these prohibited conditions is included in the agreement, it is not valid. The rental provider may also have to pay penalties for including a prohibited term in the agreement.

List of conditions that cannot be included

Renters cannot be required to:

- ✓ take out any form of insurance
- ✓ pay additional rent or penalties if they break the rules in the agreement
- ✓ pay for the rental provider or agent to prepare the agreement
- ✓ pay rent in advance in a way that requires additional costs (other than bank fees or account fees payable on the renter's bank account)
- ✓ use the services of a third party service provider nominated by the rental provider other than an embedded network
- ✓ pay for or organise maintenance of safety equipment that is the rental provider's responsibility
- ✓ indemnify the rental provider.

As well, the agreement cannot say that:

- ✓ rent will be reduced if the renter does not break the rules in the agreement
- ✓ the renter will be paid rebates or other payments if they do not break the rules in the agreement
- ✓ the renter will be bound by a contract that they did not agree to in writing after having an opportunity to review it before entering into the rental agreement
- ✓ the renter cannot make a claim for compensation because the rented premises are not available on the start date of the agreement
- ✓ the renter has to pay the rental provider's costs of filing an application at VCAT
- ✓ the renter has to pay an insurance excess for a rental provider's policy
- ✓ the renter is liable by default for an insurance excess to be paid under an insurance policy of the rental provider (each situation has to be considered)
- ✓ the renter has to pay a fixed fee for terminating an agreement early (unless the basis for calculating the fixed fee has been set out in the agreement).

Notice to vacate in rental properties

When a rental provider (landlord) wants a renter (tenant) 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.

If a renter does not leave by the termination date in the notice to vacate, the rental provider can apply to VCAT for an eviction or possession order.

➤ **Ending an agreement early – reasons and notice periods**

A rental provider can only end a rental agreement early (before its stated end date) for one of the following reasons. If the rental provider does not give one of the listed reasons, the notice to vacate is not valid.

There are different timeframes for giving a renter a notice to vacate depending on the reason the notice is being given.

Read more about some of the common reasons rental providers give renters a notice to vacate:

- ✓ late or unpaid rent
- ✓ keeping pets without consent
- ✓ the renter has not paid bond

➤ **List of reasons rental provider can ask renters to leave early**

Reason for notice to vacate before a rental agreement ends	Minimum notice required
The renter or their visitor intentionally or recklessly causes serious damage to the property, including safety equipment and common areas	Immediate
The renter or their visitor puts neighbours, the rental provider or the provider's agent, or the rental provider or agent's contractors or employees, in danger	Immediate
The premises are unfit for human habitation, destroyed totally, or destroyed to the extent that they are unsafe	Immediate
The renter or anyone else living in the rental property seriously threatens or intimidates the rental provider, their agent, or the rental provider or agent's contractors or employees	14 days
The renter owes at least 14 days rent	14 days
The renter has failed to comply with a VCAT compliance order	14 days
The renter has already been given 2 breach of duty notices and the same breach occurs	14 days
The property is being used for illegal purposes	14 days
The renter has brought in other renters or sub-letters without consent	14 days
The renter has not paid the bond as agreed	14 days
The renter has a child under 16 years of age living at the premises when the rental agreement says this is not allowed	14 days
The rental provider is a government housing authority and the renter misled the authority so they could get social housing	14 days
The renter has been involved in a drug-related activity in public housing	14 days
The renter is keeping a pet without consent and VCAT has made an order excluding the pet	28 days

➤ **Notice at the end of an agreement – reasons and notice periods**

If rental providers (landlords) want renters to move out when an agreement ends, they will still need to give them notice.

How much notice they need to give depends on the reason for the notice. See the list below.

In some cases, the rental provider must include evidence with the notice to vacate, such as a building permit or statutory declaration

➤ **List of reasons a rental provider can give notice at the end of an agreement**

If rental providers want to issue a notice to vacate at the end of a fixed-term agreement without a reason, they can only do so at the end of the first fixed-term agreement. Where renters stay in a property on a subsequent fixed-term agreement after the initial fixed-term expires, a notice to vacate at the end of the agreement can only be issued using another one of the reasons listed in the table below.

If a renter is on a periodic residential rental agreement (month-by-month), a rental provider can issue a notice to vacate at any time, providing it is for a valid reason.

Some of the reasons for notice to vacate have specific evidence requirements. This means that the rental provider must supply a form of evidence demonstrating that the reason they have given in the notice to vacate is genuine.

If a notice to vacate requires specific evidence that is not supplied, the notice is invalid.

II. Getting the Entire Property Ready for Inspection



Nothing is more stressful than preparing for the final move-out. Tenants in Victoria must adhere to their cleaning responsibilities throughout their lease and even when approaching the end of their tenancy. Proper planning and preparations allow you to pass your rental inspection and secure full bond money.

However, the most challenging part is to spruce up the entire property.

Agreements before 29 March 2021

When you move out, you are expected to leave the property in a reasonably clean condition [section 63]. Rental providers and agents often try to insist that renters must steam clean carpets or professionally clean the property. If the property is already 'reasonably clean' you do not need to do this, even if there is a clause in your lease that says you have to.

What is considered 'reasonably clean' can depend on how long you have lived in the property and what state it was in when you moved in.

Agreements from 29 March 2021

A new term in the standard rental agreement form, used for all rental agreements from 29 March 2021, allows rental providers, in some circumstances, to require you to have the property professionally cleaned, or cleaned to a professional standard.

This only applies if:

- ✓ The property was professionally cleaned immediately before you moved in, and you were told about this
- ✓ Professional cleaning is needed to restore the property to the same condition it was in before the start of the lease, taking into account fair wear and tear [section 27C, regulation 12].

If these circumstances do not apply to your rental agreement you do not have to arrange for any professional cleaning, but you still need to leave the property in a 'reasonably clean condition' [section 63].

As a general rule, leaving the property as you found it, apart from fair wear and tear, remains a good guide.

Moving can be a stressful experience for many reasons, but we can all agree having the place clean enough to get your full bond back is a big part of that stress.

Thankfully, if you know the right things to focus on, getting the place sparkling is easy.

Professional cleaner knows the places property managers will focus on.

Here are the top 5 things that property managers have hawk eyes for that you can complete before move out day,"



The first thing to focus on is exhaust and ceiling fans. Over time they can get dusty and clog up, especially exhaust fans, so make sure you give these a good clean.

Next up are window tracks. "Property managers are obsessed with window tracks

The outside edges of your shower are another spot to make sure you've cleaned before handing back the keys.

Lastly, don't forget your oven.

Tenants don't have to be arduous about cleaning an oven and other kitchen areas. With this simple guide, you can create a spotless and well-organised kitchen environment using natural cleaning products. Clean your oven, microwave, and other areas with precision and pass your rental inspection in Victoria.

Let's Get Started with a Step-by-Step Guide!

Step 1: Gather Necessary Cleaning Supplies

Tackling build-up grease, caked-on gunk, oil splatters, and gunk requires necessary tools and products. Here is a list of supplies you'll need to ensure sparkling results:

- ✓ Microfiber cloths, towels and sponges

- ✓ Rubber gloves
- ✓ Brushes for scrubbing
- ✓ Mop and bucket
- ✓ Dish soap
- ✓ Warm water
- ✓ White vinegar
- ✓ Lemon
- ✓ Baking soda
- ✓ Garbage bags, etc.

Step 2: Degrease Your Oven Like a Pro

- ✓ Remove and Submerge Oven Racks:
- ✓ Prepare a DIY Oven Cleaner:
- ✓ Apply the Paste Inside the Appliance:
- ✓ Let the Solution Work:
- ✓ Wipe down with a Damp Cloth:
- ✓ Spray with White Vinegar:
- ✓ Scrub the Racks:

Step 3: Remove Grime and Gunk From the Stovetop

Step 4: Pay Attention to Your Microwave, Fridge and Dishwasher

Step 5: Pay Attention to Wooden Cabinets and Countertops

Step 6: Clean and Disinfect Sink and Faucets

Step 7: Clean the Rangehood and Filters

Step 8: Walls, Tiles and Floors

Tenants don't have to be arduous about cleaning an oven and other kitchen areas. With this simple guide, you can create a spotless and well-organised kitchen environment using natural cleaning products. Clean your oven, microwave, and other areas with precision and pass your rental inspection in Victoria.

III. Getting Ready For The Final Inspection And Bond Return Process

Final inspection

At the end of your agreement the rental provider, or their agent, needs to complete an 'End of rental agreement' condition report [section 35].

This must be done within 10 days of the end of your rental agreement. The rental provider or agent must give you a reasonable opportunity to be at the property at the time they inspect it and complete the condition report [section 35]. You should go to the inspection to make sure the rental provider or agent accurately fills in the condition report.



Condition reports

Condition reports are a record of the condition of the property when you start your rental agreement, and when you end it. You must receive a condition report before you move in – inspect the property and add your comments. A thorough condition report can help you defend any claims for cleaning or damage that existed before you moved in.

Entry condition report

The condition report must:

- ✓ Be created using the template form on the Consumer Affairs Victoria (CAV) website. This is the template for all properties rented out from 29 March 2021
- ✓ Be completed and signed by the rental provider or their agent
- ✓ Describe the condition of the property, both inside and out, at the time the report was prepared [section 35]

Note that on this page sections in brackets, such as [section 35], refer to sections in Victoria's Residential Tenancies Act 1997.

Completing the condition report

You have 5 business days from the move-in date in your rental agreement to complete the condition report from your point of view [section 35].

Renters' comments

If you do not agree with anything in the condition report, use the 'renters comments' part of the report to make your own notes about the condition of the property before returning a copy.

It is important to be thorough when completing the condition report as later it may be relied on as evidence of the state of the property at the time you moved in [section 36]. Your own comments in the report can help you if the rental provider later makes a bond or compensation claim against you.

If there is not enough space on the report write 'see attached' in the relevant part and attach a separate sheet. Make sure you keep a copy of anything you attach with your copy of the completed report.

Take photos and videos

Photos and videos are helpful in showing the condition of the property. We recommend you take plenty of photos and videos throughout the entire property, both inside and out, when you move in, and again when you move out, so you have evidence of the condition of the property when you arrived and how you left it.

You should take photos and videos both close up and from a distance and make sure you record the date and the room or area where the photo was taken.

You can attach these to your condition report and mark next to your comments in the report which areas you have taken photos of.

Returning the report

After you have completed the report, within 5 business days of the move-in date, you must sign it and return a copy to the rental provider or agent. Make sure you save a copy for yourself and keep it in a safe place in case you need it at the end of your tenancy [section 35].

➤ Did not get a condition report?

If you were not given a condition report before you moved in, you can complete one yourself using the template form on Consumer Affairs Victoria's website [section 35].

You have 5 business days from the move-in date in your rental agreement to complete, sign and give a copy of your condition report to the rental provider, or their agent [Section 35].

Be thorough when completing the condition report, as it may be relied on as evidence of the state of the property at the time you moved in and can help you if the rental provider later makes a bond or compensation claim against you [section 36].

Make sure you save a copy of the condition report for yourself, along with anything you send with it, and keep your copies safe in case you need them at the end of your tenancy.

Your bond

A bond is money you may be asked to pay at the start of your tenancy. It is a security in case there is a dispute at the end of your tenancy over things like damage, cleaning or unpaid rent. By law, a bond must be held by the bond authority until your tenancy ends. It is your money.

You should start the process to get your bond back as soon as possible after you move out.

You can make a claim for your bond directly with the Residential Tenancies Bond Authority (RTBA). To make your claim you do not need to wait for the rental provider, or their agent, nor do you need their agreement [section 411].

However, if you and the rental provider, or agent, agree about your bond being refunded to you, you can put in a joint claim, which may be quicker [section 411].

✚ Getting your bond back



No need to wait

You do not have to wait for the rental provider, or agent, to prepare a claim form, and you do not need their agreement either. You can make your own claim direct to the Residential Tenancies Bond Authority (RTBA).

Making a bond claim to the RTBA costs nothing, and it also costs nothing to make a bond application to VCAT if needed.

RTBA claims

The RTBA accepts three types of claims – those made by the:

- ✓ renter
- ✓ renter and rental provider, jointly
- ✓ rental provider or their agent.

The RTBA is moving to an online system.

Consumer Affairs Victoria (CAV) has a guide for renters on using the RTBA website to make a bond claim.

Renter claims

You can make a claim as soon as your tenancy is over, and you have given back the keys. You can put in a claim for the bond to be:

- ✓ paid to you
- ✓ paid to someone else, either partly or fully
- ✓ divided between you and the rental provider, or
- ✓ paid to the rental provider.

Joint claims

If you and the rental provider agree about how the bond should be repaid you can put in a joint claim. Joint claims can be made at any time, even before your tenancy ends. But, if you both agree that the rental provider can have any of your bond, a claim cannot be made earlier than 14 days from when your tenancy will end. Note that it is against the law for rental providers to ask you to sign a bond claim form that does not say how the bond is to be refunded.

Rental provider claims

The only claim the rental provider can make to the RTBA without you is one that says all of the bond is to be paid to you. They can make this sort of claim at any time, even before your tenancy ends.

But if the rental provider wants any of your bond, and you do not agree with them, they will need to apply to VCAT.

After a claim is made

If you make a claim without the rental provider, the RTBA will send them, and anyone else on your rental agreement who has not been included in the claim, a notice to tell them about your claim.

Claim is disputed

If the rental provider, or anyone else from your agreement who was not included in the claim, wants to stop the RTBA from paying out the bond to you they will need to apply to VCAT. They will need to give the RTBA proof that a VCAT application has been made within 14 days of getting the RTBA's notice that you have made a claim.

If a VCAT application is made within 14 days of the tenancy ending, you will need to wait for VCAT to decide how the bond is to be paid.

Applications to VCAT for bonds should be made within 14 days of the tenancy ending, although in some circumstances this time limit may be extended with VCAT's permission. If the rental provider does not get their application in within 14 days of your tenancy ending, you can ask VCAT to dismiss their application.

This time limit only applies to VCAT applications. There is no time limit on making a claim direct to the RTBA.

Claim is not disputed

If 14 days go by after the RTBA has sent out their notices and no-one tells the RTBA they have applied to VCAT about the bond, or everyone consents to the bond being paid out according to your claim, the RTBA will pay out the bond to you.

Final Words

Leaving a rental property doesn't have to be stressful when you're well-prepared. By following the steps outlined in this guide, tenants can confidently manage their end of lease responsibilities and increase the chances of a smooth final inspection and full bond return. Staying organised, addressing each area of the property, and understanding the process will help ensure a positive transition—for both you and your landlord.

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