# *https://www.bailiwicklegal.com.au/wp-content/uploads/2018/01/image-4.png*Employee accommodation: what happens after the employment relationship ends?

In many cases in rural WA, when taking on an employee, part of the employment package includes the use of a house, whether this is on the farm or in the local town.

We are often asked for advice and assistance on the proper processes to be implemented where the employment relationship has deteriorated and the employer is looking to dismiss the employee, including situations where the employee lives in accommodation provided as part of the employee’s employment package.

In this situation, a complication that may not have been considered is that, as well as the rights of the employee under an employment agreement (whether that is a written or verbal agreement), the employee may have additional rights under the Residential Tenancies Act 1987 (**the Act**).

A key requirement of this Act is that the tenant (in this case the employee) be given written notice, in the prescribed form, specifying the owner’s (employer’s) grounds for terminating the tenancy agreement.

There are specific periods of notice of termination required under the Act, usually 60 days from the date that notice is given.  This means that the tenant (employee) can remain in the accommodation for 60 days from the day that notice is given.

Often when an employee is dismissed, the accommodation is required for a new employee taking over the role.  However, the former employees’ rights under the Act means that he or she may remain in farm accommodation even after the employment has ended.

**Notice of termination of employment is not the same as notice of termination of Tenancy – you must do both.**

If, after proper notice is given to the employee, the person refuses to move out, a court order can be sought to move the person on.  This can be a difficult and time consuming process and potentially costly.

However, we consider that there are certain circumstances where either the Residential Tenancy Act does not apply, or where measures can be taken to ensure that the obligations of the owner of the property can be met without having to apply a lengthy notice period and thereby prevent a new employee, or the owner, from using the accommodation.

For further information or advice on the above issue, or employment or property related matters, please contact **Kimberly Jones** at Bailiwick Legal – [kim@bailiwicklegal.com.au](mailto:kim@bailiwicklegal.com.au) or call (08) 9321 5451.