

When you become a tenant in a private rental property, you have rights and obligations under the *Residential Tenancies Act 2010* and *Residential Tenancies Regulation 2019*. The landlord and managing agent also have rights and obligations. Before you sign the tenancy agreement (lease) you should be aware of both yours and your landlords' responsibilities.

This factsheet outlines these rights and obligations as simply as possible, and summarises what you need to know before you sign the lease and what you need to know and do during and to end the lease.

PART A. There are three main sections:

1. What you need to know before you accept a property
2. What you need to know before you sign a lease (tenancy agreement)
3. What you will receive and what you need to do when you start your lease

PART B. This fact sheet also contains more detailed information about:

- The condition report
- Bonds and bonds lodgement
- Renting with pets
- Summary of key rights, responsibilities and obligations
- What to do if something goes wrong

PART A.

BEFORE YOU ACCEPT OR PUT DOWN THE DEPOSIT FOR THE PROPERTY

Once you have found a suitable property, there may be some additional things to discuss with the agent. These items should be discussed and agreed upon before the lease is written or given to you to sign.

If you are going to be paying the rent through a rental assistance scheme, check the property manager is aware of this and if they are familiar with how the payments work. If you are using a bond loan to pay the bond, make sure to notify the agent –this means they have to follow a slightly different procedure.

Below is a checklist you can use and add your own requirements to:

Questions	Notes
How long the lease is for? This is how long you can live in the property for without having to sign a new lease or be asked to leave.	
What repairs or maintenance will be carried out or modifications will be made before you move in – such as	



replacing a stove, fixing a leaky tap, additional security such as window locks or sensor lights etc.	
Check if you are allowed to have pets (see separate item for pets) and if so are there any special conditions	
Any additional terms the landlord might want to include (that are reasonable). these may include things like recycling, garden maintenance, etc.	
Routine inspections: most landlords or managing agents will perform routine inspections of your property. Depending on the situation these may be between two and four times a year. Depending on your individual safety plan this may be best to discuss with the agent if it requires special consideration	
Other:	
Other:	

BEFORE YOU SIGN THE LEASE

A lease is a legally binding agreement, so it is very important that you understand it before you sign. This can sometime be a daunting task, so if you don't feel that you can do this speak with your case worker, who can help or find you help.

Below is a list of the most critical things to check that you can add your own requirement to:

Item	Check	Notes
You have been offered at least one way to pay the rent that does not involve paying a fee to a third party (such as a credit card transaction fee)		
The length of the lease is what you agreed to (e.g. 6 months or 12 months)		
That there are no additional terms to the lease (that haven't already been negotiated between yourself and the landlord/agent)		
Check that all additional terms to the lease are legal. For example, the lease does not include a term requiring you to have the carpets professionally cleaned or replaced when you leave (unless this is		



something you negotiated for example as part of a condition to allow you to keep a pet).		
That you are not being asked to pay for more than 2 weeks rent in advance		
That you are not being asked to pay for more than 4 weeks bond and where it is being lodged		
That any repairs that were agreed have either been completed or it is in writing that it will be completed		
Other:		
Other:		

You should not be charged for any of the following (check):

- The cost of preparing the lease
- The initial supply of keys and security devices to each tenant named on the lease

You do not need to check this but you should know that the landlord is also obligated to notify you of any of the following prior to signing the lease:

1. Notification if the premises has been listed on the Loose-Fill Asbestos Insulation Register
2. If other people are entitled to share the driveway or walkway
3. Notification if the property has:
 - been affected by flooding or bushfire in the previous 5 years
 - has significant health or safety risks (unless they are obvious when you inspect the property)
 - has been the scene of a violent crime in the previous 5 years
 - is affected by zoning or laws that will not allow you to obtain a parking permit and only paid parking is available in the area
 - is provided with council waste services on a different basis to other premises in the area

1. WHEN YOU START YOUR NEW TENANCY:

When you start your tenancy you will be given the following:

1. A copy of the residential tenancy agreement that you and the landlord have signed (you will already have seen and understood this in section 2.)
2. Two copies of the condition report completed by the landlord or the agent (see separate section of this document)
3. The NSW Fair Trading New tenant checklist (this is very simple and doesn't contain anything that isn't already in this fact sheet.

Depending on the type of property you may also receive:

Make a safe place to keep all the important documents, reports, correspondence, receipts etc. that you can easily find later.

If financially possible, consider taking out home contents insurance. It will cover your belongings in case of theft, fires and natural disasters. The landlord's building insurance will not cover your possessions.



4. If there is a swimming pool on the property, you should be given a copy of a valid certificate of compliance or occupation certificate issued in the past 3 years (unless you are renting in a strata or community scheme of more than 2 lots)
5. If the property is in a strata complex you should be given a copy of the by-laws, (which you must abide by)

PART B: Further information about:

- The condition report
- Bonds and bonds lodgement
- Renting with pets
- Summary of key rights, responsibilities and obligations
- What to do if things go wrong

The Condition report

When you start your new tenancy you must complete the condition report and give the landlord or agent a copy within 7 days. This can sometimes be a very lengthy document, but it is important to take note of everything you see – especially if it isn't included in the copy the agent gives you. Anything that is not included in this report you could become liable for the cost of repairing at the end of your tenancy, which the landlord will most likely claim from your bond.

Photos are the best way to have an accurate record (or evidence) of the condition the property is in when you first move in. Keep these photos in your safe place with your other tenancy related documents, in case the landlord objects to returning your bond at the end of your tenancy.

Top Tips:

It is often useful to have someone help you with this and be prepared for it to take a couple of hours.

If possible, do this before you actually move in so that everything is visible and not covered by furniture and other household items

Take date-stamped photos of the property, especially in areas that are damaged or unclean.

The Bond

The bond is money you pay at the start of the tenancy as a form of security in case you do not follow the tenancy agreement. A bond is not compulsory but nearly all landlords ask for one.

The maximum bond you can be required to pay is an amount equal to 4 weeks rent (the amount of rent you agreed to pay at the start of the tenancy). You are not required to pay the bond before you sign a tenancy agreement, though you will need to have paid it before you can move in.

If you need help with paying the bond, you can get a bond loan from DCJ (see below for more details). Unless you have a DCJ bond loan, it is entirely your choice as to how you make your bond payment - but you must be given the option to use Rental Bonds Online (RBO) to pay your bond.

You can use RBO to securely pay your bond direct to NSW Fair Trading using a credit card or BPAY, without the need to fill out and sign a bond lodgement form.

If you do not receive an email, SMS notification or letter, call NSW Fair Trading to make sure the bond has been lodged.

Never sign a blank form, such as a 'Claim for refund of bond form!'



You will receive an email or SMS notification from Fair Trading confirming your bond has been received. Once registered, you can continue to use your RBO account for future tenancies.

If you decide not to use RBO, you can ask your agent or landlord for a paper bond lodgement form you can sign and lodge with NSW Fair Trading. You can expect a letter from Fair Trading sometime during the first 2 months stating that your bond has been received and advising you of your Rental Bond Number.

There can sometimes be delays and disputes over a bond at the end of a tenancy. If you are near the end of your tenancy, check in with the Tenants Union to make sure you know your rights and are prepared.

If you require financial help, DCJ Housing may be able to assist you with an interest-free loan of up to 100% of your rental bond. This will have to be paid back from when you first take it out, so it must be factored in as an additional cost to the rent.

DCJ Housing will send your landlord or real estate agent a completed Rental Bond Lodgement form, which they must sign and send to the Rental Bond Board. When this is done, DCJ Housing will electronically transfer the money to the Rental Bond Board.

It is important to note that DCJ Housing will be listed as having a stake in the bond. This means you will not be able to transfer the bond between tenancies or into another person's name. It also means that at the end of the tenancy, while you wait for your bond to be returned, you will either have to pay a new bond or apply for a new bond loan if you move to another property.

Your local DCJ Housing office will be able to provide further information, or take a look on the website: www.facs.nsw.gov.au/housing/factsheets/rentstart-bond-loan

Renting with pets:

Pets can be an important member of the family, but unfortunately renting with pets can be difficult. There are certain situations where you will not be allowed a pet, including:

- In a property which is in a strata complex where bylaws don't allow pets
- When a landlord has included a term in the lease that doesn't allow pets (and is unwilling to negotiate)
- Where the property is not suitable for that type of pet (such as a large dog in a small apartment)

In some circumstances landlords will allow pets based on certain conditions, such as the repair of any wear and tear created by the pet, professional cleaning of any flooring (usually carpets) at the end of the tenancy and that any alterations (such as garden fencing and gates) required to keep the pet safe would be at the tenant's expense.

Do not move a pet in without your landlords' permission, as it could result in you being evicted.



Some landlords may ask for a pet bond, but this is illegal in New South Wales so you should not agree to this!



Your rights, responsibilities and obligations as a tenant under the Act

When you sign a tenancy agreement you have certain obligations under that agreement that you must meet. These include:

- To complete the condition report within 7 days
- To pay rent on time
- To pay water usage and utility charges (electricity, gas or oil) on time, if the premises are separately metered and have prescribed water efficiency measures installed
- To care for the premises
- To pay for any damage caused by you or your guests
- To report the need for any repairs or maintenance
- Not to make alterations or additions without the landlord's permission (the landlord must Not unreasonably withhold consent for changes of a minor nature)
- To not alter, remove or add a lock or security device without the landlord's consent.
- Not to use or permit the premises to be used for an illegal purpose
- Not to cause or permit a nuisance
- Not to interfere with the peace, comfort or privacy of neighbours
- To give correct written notice when you leave
- To leave the premises in a similar condition to when you rented them, except for normal wear and tear.

You also have certain rights as a tenant which include:

- The premises rented should be in a reasonable state of cleanliness and fit to live in
- The premises should provide reasonable peace, comfort and privacy
- It should include reasonable locks and security
- You are entitled to have reasonable repairs and maintenance done
- You should be given permission to make changes of a minor nature, such as installing curtains or child safety measures (do not do anything without permission)
- To be repaid for any urgent repairs that you have paid for up to the cost of \$1000
- To appeal to the Tribunal for orders if the landlord has broken the tenancy agreement
- To be given written notice of the landlord wanting to end the tenancy agreement
- To be notified of the change of name and address of the landlord or their agent
- To refuse the landlord access except in certain circumstances and with proper notice
- To not to be unlawfully evicted
- To be given rent receipts (unless you pay rent into a nominated bank account)
- To be offered at least one means of paying the rent for which you do not incur a cost

Keep a diary of your dealings with the landlord or agent - record all the times and dates of conversations, who you spoke to and what they agreed to do.

If repairs are needed, always put your request in writing to the landlord or agent and keep a copy (in your safe place) in case you need it as evidence at a later date



- Rent increases to occur no more than once every 12 months, during a periodic (continuing) lease
- To be given 60 days written notice in case of a rent increase
- To have quiet enjoyment and use of the premises – the landlord or agent must not interfere with your possession of the premises

What to do if things go wrong

With all the best intentions in the world, sometimes things don't work out as expected. The most important thing to do is to keep communicating with your case worker and your agent. Most issues can be resolved with timely and open communication. It is also important to always do your best to pay your rent on time in all circumstances.

If you are ever in immediate danger call 000.

If you want to leave the property under the domestic violence tenancy legislation provisions, it is important to get advice from your local tenant's advice service before taking action. You can find your local service by postcode at www.tenants.org.au/contact-us

If you have had a change of personal or financial circumstances, help is available:

1. Speak with your case worker and housing officer. Often brokerage can be provided for short-term financial problems. The quicker this is put in place the more likely you are able to recover and sustain your tenancy
2. Speak with your property manager. In some circumstances (such as COVID-19), landlords will agree to a rental reduction or abatement (to pay it back later).

If you have broken your lease agreement:

Speak with your case worker and property manager. In many instances this can be resolved if dealt with quickly. For example, if you allowed another person to live with you the landlord may agree to include them in the lease.

If your landlord has broken the terms of the lease:

Never stop paying your rent, even if the landlord is not complying with their side of the agreement (such as by failing to do repairs). You may end up being evicted if you do.

Support and help can be obtained from your local tenant's advice service.

Keep records of all communications both verbal and written.

You can apply to NCAT for orders and to terminate the lease if you prefer (again the tenants advisory service can help you with this).

USEFUL SERVICES AND SUPPORT IN YOUR AREA

