



New South Wales

# Residential Tenancies Regulation 2006

under the

Residential Tenancies Act 1987

Her Excellency the Governor, with the advice of the Executive Council, has made the following Regulation under the *Residential Tenancies Act 1987*.

DIANE BEAMER, M.P.,  
Minister for Fair Trading

## Explanatory note

The object of this Regulation is to remake, with minor modifications, the provisions of the *Residential Tenancies (Residential Premises) Regulation 1995*. That Regulation will be repealed on 1 September 2006 by section 10 (3) of the *Subordinate Legislation Act 1989*.

This Regulation makes provision in respect of the following matters:

- (a) the standard form of residential tenancy agreements (clause 6 and Schedules 1 and 2),
- (b) the provision of information to tenants (clause 7),
- (c) the completion of condition reports contained in a standard form of residential tenancy agreement (clauses 8 and 9),
- (d) charges and fees payable by tenants and prospective tenants (Part 3),
- (e) the disposal of goods left on the premises by tenants (Part 4),
- (f) certain exemptions from the operation of the *Residential Tenancies Act 1987* (Part 5),
- (g) the service of notices (clauses 28 and 29).

This Regulation also repeals the *Residential Tenancies (Savings and Transitional) Regulation 1989* and re-enacts those provisions of that Regulation that still have application in respect of some leases (see Part 8).

This Regulation is made under the *Residential Tenancies Act 1987*, including sections 3, 5, 7, 8, 12, 19, 28, 36, 73, 79, 85, 130 and 133 (the general regulation-making power).

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## 2006 No 528

Clause 1 Residential Tenancies Regulation 2006

Part 1 Preliminary

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## Residential Tenancies Regulation 2006

under the

Residential Tenancies Act 1987

### Part 1 Preliminary

#### 1 Name of Regulation

This Regulation is the *Residential Tenancies Regulation 2006*.

#### 2 Commencement

This Regulation commences on 1 September 2006.

**Note.** This Regulation replaces the *Residential Tenancies (Residential Premises) Regulation 1995* which is repealed on 1 September 2006 by section 10 (3) of the *Subordinate Legislation Act 1989*.

#### 3 Definition and notes

(1) In this Regulation:

*the Act* means the *Residential Tenancies Act 1987*.

(2) Notes included in this Regulation do not form part of this Regulation.

#### 4 Application of Act to moveable dwellings

The Act applies to residential tenancy agreements under which the residential premises consist of a moveable dwelling (but not to those residential tenancy agreements to which the *Residential Parks Act 1998* applies) in the same manner and to the same extent as it applies to other residential tenancy agreements.

**Note.** Section 7 (1) of the Act provides that the Act does not apply to residential tenancy agreements to which the *Residential Parks Act 1998* applies. Section 7 (2) of the Act provides that the Act applies to any other residential tenancy agreements under which the residential premises consist of a moveable dwelling, but only in the manner and to the extent specified by the regulations.

## Part 2 Residential tenancy agreements

### 5 Agreements excluded from definition of “social housing tenancy agreement”

A residential tenancy agreement in respect of premises let by any of the following is prescribed as not being within the definition of *social housing tenancy agreement* in section 3 (1) of the Act:

- (a) the Office of Community Housing of the Department of Housing,
- (b) an organisation for the time being registered with the Office of Community Housing,
- (c) an organisation for the time being registered under Part 5 of the *Aboriginal Housing Act 1998*.

### 6 Standard form of residential tenancy agreement

- (1) The standard form of residential tenancy agreement is:
  - (a) in the case of an agreement which creates a tenancy for a term not exceeding 3 years—the form set out in Schedule 1, or
  - (b) in the case of an agreement which creates a tenancy for a term exceeding 3 years—the form set out in Schedule 2.
- (2) The standard form of residential tenancy agreement set out in Schedule 2 must be in a form approved by the Registrar-General for registration under the *Real Property Act 1900*.
- (3) When this Regulation is amended by altering, adding or substituting a standard form of residential tenancy agreement, the amendment does not apply to a residential tenancy agreement entered into before the commencement of the amendment.

### 7 Provision of information to tenant

- (1) At or before the time of entering into a residential tenancy agreement the landlord must provide the tenant with a copy of *The Renting Guide: Your basic rights and responsibilities as a tenant* as published by the NSW Office of Fair Trading or such other information about being a tenant in the form as approved by the Tenancy Commissioner.  
Maximum penalty: 1 penalty unit.
- (2) It is sufficient compliance with this clause if the landlord’s agent provides the tenant with a copy of the information in the approved form.

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Clause 8 Residential Tenancies Regulation 2006

Part 2 Residential tenancy agreements

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### 8 Condition report

- (1) The condition report relating to the condition of residential premises contained or referred to in a standard form of residential tenancy agreement:
  - (a) must be completed by or on behalf of the landlord at or before the time the agreement is given to the tenant for signing, and
  - (b) must be given in duplicate by the landlord to the tenant at or before the time that the tenant signs the agreement.
- (2) The tenant must complete and give one copy of the condition report to the landlord not later than 7 days after receiving it and both parties must retain a copy of the report.
- (3) At, or as soon as reasonably practicable after, the termination of a residential tenancy agreement entered into in the standard form, both the landlord and tenant must complete the copy of the condition report retained by the landlord or the tenant under this clause, in the presence of the other party.
- (4) It is not a breach of subclause (3) for the condition report to be completed in the absence of the other party if the party completing the report has given the other party a reasonable opportunity to be present when it is completed.

### 9 Exemptions from obligation to include a condition report

The following classes of residential tenancy agreements are exempt from the operation of section 8 (4) of the Act (which requires a prescribed standard form of residential tenancy agreement to include a condition report):

- (a) a residential tenancy agreement that creates a tenancy for a term exceeding 3 years,

**Note.** The registrable standard form of residential tenancy agreement that creates a tenancy for a term exceeding 3 years does not include a condition report, but the standard form (set out in Schedule 2) requires such a condition report, which must be completed in the usual manner. The condition report does not have to be registered.
- (b) a residential tenancy agreement which is a renewed agreement (that is, an agreement made on or before the termination of a previous agreement entered into by the same tenant in respect of the same residential premises) where:
  - (i) that or any other previous residential tenancy agreement entered into by the tenant included a condition report for the premises, and

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Clause 9

Residential tenancy agreements

Part 2

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- (ii) the renewed agreement provides for such a condition report to form part of the renewed agreement, and
  - (iii) the resident's occupation of the premises has been continuous since entering into occupation of the premises under the agreement that included that condition report.

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Clause 10 Residential Tenancies Regulation 2006

Part 3 Fees, costs and charges

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### Part 3 Fees, costs and charges

#### 10 Maximum costs payable by tenant

For the purposes of section 12 of the Act, the maximum amount payable by a tenant for the costs of preparation of a written residential tenancy agreement and for any other charges (other than duty chargeable under the *Duties Act 1997*) payable by the tenant in respect of the agreement is:

- (a) in the case of an agreement creating a tenancy exceeding 3 years that is registered under the *Real Property Act 1900*—the fee prescribed under that Act to register the dealing plus \$15, or
- (b) in any other case, \$15.

#### 11 Prescribed charges not payable by landlord

- (1) For the purposes of section 19 of the Act, the prescribed charges are any of the following charges:
  - (a) any charges for pumping out a septic system used in connection with the residential premises, other than charges included in rates made under the *Local Government Act 1993*,
  - (b) any charges for water used in connection with the residential premises (in addition to charges for excess water) for which the tenant has agreed to pay under the terms of the residential tenancy agreement, but only if the charge is calculated according to the metered amount of water consumed and there is no minimum rate chargeable,
  - (c) any excess garbage or sanitary charges relating to the tenant's use of the residential premises.
- (2) This clause does not apply to a residential tenancy agreement entered into before 31 August 1995 (being the date of commencement of clause 11 of the *Residential Tenancies (Residential Premises) Regulation 1995*). When this clause is amended, the amendment does not apply to a residential tenancy agreement entered into before the commencement of the amendment.

#### 12 Reservation fees

- (1) For the purposes of section 36 of the Act, the circumstances in which a person may require or receive a reservation fee from a prospective tenant are circumstances in which the following conditions are satisfied:
  - (a) the fee does not exceed one week's rent of the residential premises concerned (based on the proposed rent under the proposed residential tenancy agreement),



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- (b) no other reservation fee has been received for the residential premises,
  - (c) a receipt containing the following particulars is given to the person who pays the reservation fee by the person who receives it:
    - (i) the name of the person who receives the payment or on whose behalf the payment is received,
    - (ii) the name of the person making the payment or on whose behalf the payment is made,
    - (iii) the address of the residential premises in respect of which the payment is made,
    - (iv) the date on which the payment is received,
    - (v) the amount of the payment,
  - (d) the person who requires or receives the reservation fee gives the person paying the fee a written acknowledgment that:
    - (i) the premises will not be let during a specified period, pending the making of a residential tenancy agreement, and
    - (ii) if the landlord has not decided to enter into a residential tenancy agreement in the agreed terms for the residential premises concerned during that period, the whole of the fee will be refunded, and
    - (iii) if the entering into of the residential tenancy agreement is conditional on the landlord carrying out repairs or other work and the landlord does not carry out the repairs or other work during the specified period, the whole of the fee will be refunded, and
    - (iv) if the prospective tenant decides not to enter into such an agreement, and the premises were not let or otherwise occupied during the period they were reserved, the landlord may retain so much of the fee as is equal to the amount of rent that would have been paid during the period the premises were reserved (based on the proposed rent) but is required to refund the remainder (if any) of the fee, and
    - (v) if a residential tenancy agreement is entered into, the fee is to be paid towards rent for the residential premises concerned.
- (2) A reservation fee must not be required of a person who is a tenant in respect of the residential premises and must not be received from such a person.

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Clause 12 Residential Tenancies Regulation 2006

Part 3 Fees, costs and charges

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- (3) In this clause:  
*reservation fee* means an amount paid or required to be paid by a prospective tenant, or any person on behalf of a prospective tenant, in consideration for not letting residential premises pending the making of a residential tenancy agreement.

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## Part 4 Disposal of goods left by tenant

### 13 Uncollected goods

- (1) Goods that have been left on residential premises by the tenant after the tenant vacates the premises become *uncollected goods* for the purposes of this Part when the tenant vacates the premises.
- (2) Despite subclause (1), if the tenant vacates the premises before the residential tenancy agreement is terminated, the goods become uncollected goods when the agreement is terminated.
- (3) Uncollected goods may be disposed of as provided by this Part, but only if the requirements of this Part are complied with.

### 14 Options available to the landlord when goods not collected

- (1) Uncollected goods that have not been removed from the residential premises by the tenant within 2 working days after they became uncollected goods are to be dealt with as provided by this clause.
- (2) The goods are to be stored in a safe place by the landlord unless the goods are disposed of as authorised by this clause.
- (3) If the goods are perishable foodstuffs, the landlord may remove and destroy or otherwise dispose of the goods.
- (4) If the landlord is reasonably of the opinion that it would cost more to remove, store and sell the goods than the goods are worth, the landlord may remove and destroy or otherwise dispose of the goods.
- (5) In this clause:  
*working day* means any day that is not a Saturday, Sunday or public holiday.

### 15 Notice to tenant that goods are in storage

- (1) When goods are stored by the landlord, the landlord must give the tenant written notice that the goods have been stored. The notice must also be published in a newspaper circulating generally throughout the State. The notice must be given and published within 7 days after the goods are stored.
- (2) The notice may (in addition to any other way in which it may be given) be given to the tenant by being sent by post to the tenant at the last forwarding address known to the landlord.
- (3) The notice may instead of being given to the tenant be given to a representative nominated by the tenant before the tenant vacated the residential premises.

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Clause 16 Residential Tenancies Regulation 2006

Part 4 Disposal of goods left by tenant

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- (4) The notice must contain the following:
- (a) the landlord's name and address, or an address at which the goods can be claimed,
  - (b) the tenant's name,
  - (c) the address of the residential premises,
  - (d) a description of the goods,
  - (e) a statement that, on or after a specified date, the goods will be sold by public auction unless they are first claimed and the reasonable costs of removal and storage are paid,
  - (f) a statement that the landlord will retain out of the proceeds of the sale of the goods the reasonable costs of removal, storage and sale.

### 16 Uncollected goods may be auctioned

- (1) As soon as practicable after uncollected goods have been stored by the landlord in accordance with this Part for 30 days, the landlord is to cause them to be sold by public auction.
- (2) The landlord is required to account to the tenant for the balance of the proceeds of the sale of the goods after deduction of the reasonable costs of removal, storage and sale of the goods.

### 17 Claiming uncollected goods

- (1) A person who is entitled to possession of goods left on residential premises may claim the goods at any time before they are destroyed, sold or otherwise disposed of under this Part.
- (2) The landlord must deliver up the goods to a person who claims them if the landlord is satisfied that the person is entitled to claim them.
- (3) The landlord is entitled to require payment of the landlord's costs and expenses actually incurred in the removal and storage of goods (not exceeding a reasonable amount for those costs and expenses), before delivering goods to a person under this clause.
- (4) If a claim is for some but not all of the goods, and the remaining goods are worth enough to cover the reasonable costs of removal and storage of all of the goods, the landlord must deliver the claimed goods to the claimant without requiring payment of the landlord's reasonable costs of removal and storage of the claimed goods.

## Part 5 Exemptions

### 18 Leasehold strata schemes

- (1) A residential tenancy agreement that is entered into in connection with a leasehold strata scheme under the *Strata Schemes (Leasehold Development) Act 1986* is exempted from the operation of the *Residential Tenancies Act 1987*.
- (2) The residential tenancy agreement is not exempted if it is one in which the landlord and the tenant are, respectively, the lessee and the sublessee or occupier as referred to in the *Strata Schemes (Leasehold Development) Act 1986*.

### 19 Equity purchase agreements

- (1) A residential tenancy agreement that is entered into by a tenant with a person or persons and that forms part of an equity purchase agreement is exempted from the operation of the Act.
- (2) In this clause:  
*equity purchase agreement* means a series of agreements that include a residential tenancy agreement and provide for:
  - (a) the initial purchase by the tenant, as a tenant in common, of not less than 20 per cent of the owner's interest in the residential premises, and
  - (b) the further purchase by the tenant, from time to time, of a greater percentage of the owner's interest in the premises.

### 20 Premises used for non-residential purposes

A residential tenancy agreement is exempted from the operation of the Act if it relates to premises that are let to the tenant by the landlord for residential purposes but where the predominant use of the premises let is for the purposes of a trade, profession, business or agriculture.

### 21 New South Wales Land and Housing Corporation

- (1) The New South Wales Land and Housing Corporation is exempted from the operation of section 37 of the Act in respect of requiring or receiving charges for electricity and gas consumed by a tenant who uses communal kitchen and other facilities and charges for cleaning any such facilities.
- (2) A residential tenancy agreement entered into by a tenant and the New South Wales Land and Housing Corporation is, while the tenant is receiving a rent rebate, exempted from the operation of sections 46 and 47 of the Act.

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Clause 22 Residential Tenancies Regulation 2006

Part 5 Exemptions

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### 22 Rent records for salary or wage deductions

- (1) A landlord under a residential tenancy agreement is exempted from the operation of sections 40 and 41 (2) of the Act if:
  - (a) the rent payable under the agreement is deducted by the landlord from the salary or wages of the tenant, and
  - (b) a record of the amount deducted as rent is given to the tenant at the time the deduction is made.
- (2) Such a record may be in the form of a pay advice slip but, if the pay advice slip does not specify the period for which the rent is paid, the exemption does not apply unless the landlord, on the request of the tenant, makes information concerning that period available to the tenant.

### 23 Home Purchase Assistance Authority

- (1) A residential tenancy agreement entered into by the Home Purchase Assistance Authority before 1 July 2001 for premises that had been subject to a HomeFund mortgage is exempted from the operation of sections 35 and 43 of the Act if:
  - (a) the tenant under the agreement was the mortgagor under the mortgage and the agreement was entered into for the purposes of or as a consequence of the restructuring of a HomeFund scheme (whether or not the restructuring was pursuant to the *HomeFund Restructuring Act 1993*), or
  - (b) the tenant under the agreement is a person who was accepted as a tenant by the Authority because it was satisfied that the person:
    - (i) resided on the premises with the person who was the mortgagor under the mortgage, and
    - (ii) was related to the mortgagor, or was a spouse or dependant of the mortgagor, at the time the agreement was entered into.

**Note.** On and from 1 July 2001, the Home Purchase Assistance Authority was dissolved under the *Housing Act 2001*. Under that Act, all of the Authority's rights and liabilities under residential tenancy agreements entered into by the Authority are transferred to the New South Wales Land and Housing Corporation.

- (2) In this clause:

**HomeFund mortgage** has the same meaning as in the *HomeFund Restructuring Act 1993*.

**spouse** of a person includes a person with whom the person has a de facto relationship within the meaning of the *Property (Relationships) Act 1984*.

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**24 St Patrick's Estate, Manly (certain portions)**

- (1) A residential tenancy agreement entered into before 2 October 1971 that created a tenancy for a term of not less than 40 years in respect of any land to which this clause applies is exempted from the operation of the Act.
- (2) A residential tenancy agreement entered into after 26 February 1999 (being the date of the commencement of clause 23B of the *Residential Tenancies (Residential Premises) Regulation 1995*) that extends the term of a tenancy exempted by subclause (1) by a period, or renews such a tenancy for a further term, of not more than 52 years, is exempted from the operation of the Act if the parties agree in writing that the Act is not to apply to the agreement.
- (3) A residential tenancy agreement entered into after 26 February 1999:
  - (a) in respect of land previously the subject of a tenancy to which subclause (1) applies, and
  - (b) by which a new tenancy is created, being a tenancy entered into:
    - (i) between the persons who, immediately before the creation of the new tenancy, were the landlord and tenant under the tenancy referred to in paragraph (a), and
    - (ii) for a term of not more than 52 years,is exempted from the operation of the Act if the parties agree in writing that the Act is not to apply to the agreement.
- (4) The exemption of a residential tenancy agreement from the operation of the Act, whether by the operation of subclause (1) or by agreement in accordance with subclause (2) or (3), does not:
  - (a) affect any other residential tenancy agreement (a *sublease*) effecting a demise of:
    - (i) the tenant's interest under the exempt agreement, or
    - (ii) any interest derived from that interest, or
  - (b) affect the rights or obligations under the Act, as landlord and tenant under the sublease, of the parties to the sublease.
- (5) This clause applies to the following lands held by the Trustees of the Roman Catholic Church for the Archdiocese of Sydney:
  - (a) Lots 85–87, DP 70416,
  - (b) Lots 88–92, 101–104, 110 and 112, DP 998494,
  - (c) Lots 1 and 2, DP 206444,
  - (d) Lots 1 and 2, DP 506097,
  - (e) Lots A and B, DP 447103,

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Clause 25 Residential Tenancies Regulation 2006

Part 5 Exemptions

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- (f) Lot 1, DP 797289,
- (g) Lot 1, DP 198774,
- (h) Lots 2–35 and 39–80, DP 8075,
- (i) Lot 36B, DP 390597,
- (j) Lots 1–3, DP 205741,
- (k) Land in plan attached to Lease B263018,
- (l) Lots 1–4 and 81–84, DP 8076.

### 25 St Patrick's Estate, Manly—other leases

- (1) A residential tenancy agreement in respect of land to which this clause applies is exempted from the operation of the Act if the agreement:
  - (a) is for a term of not less than 17 years (excluding any period for which the agreement could be renewed by the exercise of an option) but not more than 99 years, and
  - (b) is in writing, and
  - (c) states that this clause applies to the agreement.
- (2) A residential tenancy agreement:
  - (a) that extends the term of an agreement exempted under subclause (1) (*the first agreement*), so that the term of the agreement ends not more than 99 years after the beginning of the term of the first agreement, or
  - (b) that renews the first agreement for a further term for not less than 17 years (excluding any period for which the agreement could be renewed by the exercise of an option) and that ends not more than 99 years from the beginning of the term of the first agreement,is exempted from the operation of the Act if it complies with subclause (1) (b) and (c).
- (3) The exemption of a residential tenancy agreement from the operation of the Act under this clause does not:
  - (a) affect any other residential tenancy agreement (a *sublease*) effecting a demise of:
    - (i) the tenant's interest under the exempt agreement, or
    - (ii) any interest derived from that interest, or
  - (b) affect the rights or obligations under the Act, as landlord and tenant under the sublease, of the parties to the sublease.



- (4) This clause applies to the following lands held by the Trustees of the Roman Catholic Church for the Archdiocese of Sydney:
- (a) Lots 1–7, DP 861974,
  - (b) Lot 2, DP 544297,
  - (c) Lot 1556, DP 752038,
  - (d) whole of the lands contained on Certificate of Title Volume 11531 Folio 17.
- (5) This clause also applies to the land comprised in Lots 1–3, DP 205741, to the extent that clause 24 does not apply to that land.

## 26 Head leases involving social housing providers

- (1) A residential tenancy agreement is exempted from the operation of the Act if:
- (a) under the agreement, the landlord (the *head landlord*) lets the premises to a tenant who is a social housing provider, and
  - (b) the agreement is in writing and the agreement states that this clause applies to the agreement.

**Note.** An agreement entered into before the commencement of this Regulation stating that clause 23BA of the Residential Tenancies (Residential Premises) Regulation 1995 applies to that agreement is taken to have effect as if that agreement states that clause 26 of this Regulation applies to that agreement.

- (2) If the tenant ceases to be a social housing provider during the currency of the term of the residential tenancy agreement, the exemption under this section does not cease to have effect until 6 months after the date the tenant ceases to be a social housing provider.
- (3) The Minister administering the *Housing Act 2001* may approve, either conditionally or unconditionally, an organisation for the purposes of paragraph (g) of the definition of *social housing provider* in subclause (4) but only if that Minister is satisfied that the organisation has:
- (a) a charter to provide or manage housing for low to moderate income households or households with special housing needs, and
  - (b) the capacity to appropriately manage such housing.

- (4) In this clause:

**class 1 registered organisation** means an organisation for the time being registered with the Director-General of the Department of Planning as a class 1 community housing registered organisation.

**class 2 registered organisation** means an organisation for the time being registered with the Director-General of the Department of Planning as a class 2 community housing registered organisation.

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Clause 27 Residential Tenancies Regulation 2006

Part 5 Exemptions

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*social housing provider* means any of the following:

- (a) the New South Wales Land and Housing Corporation,
  - (b) the Director-General of the Department of Planning,
  - (c) the Aboriginal Housing Office,
  - (d) a class 1 registered organisation,
  - (e) a class 2 registered organisation, but only if the head landlord is the New South Wales Land and Housing Corporation,
  - (f) a registered Aboriginal housing organisation within the meaning of the *Aboriginal Housing Act 1998*,
  - (g) any other organisation for the time being approved under subclause (3) by the Minister administering the *Housing Act 2001*.
- (5) In this clause, a reference to the Minister, the Director-General of the Department of Planning or the New South Wales Land and Housing Corporation includes a reference to a person acting with the approval of or in the name of the Minister, the Director-General or the Corporation respectively.

### 27 Bronte House, Bronte

- (1) The residential tenancy agreement dated 10 January 1983 that created a tenancy for the residential premises known as “Bronte House” at 470 Bronte Road, Bronte (Lot 1, DP 632454) commencing on 31 January 1983 is exempted from the operation of the Act.
- (2) The exemption of the agreement referred to in subclause (1) (the *head lease*) applies to any other residential tenancy agreement (a *sublease*) effecting a demise of the tenant’s interest under the head lease, or any interest derived from that interest, if the parties to the head lease and the sublease agree in writing that the exemption is to apply to the sublease.
- (3) This clause is repealed at the end of 30 January 2008.

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## Part 6 Service

### 28 Service of documents generally

- (1) This clause applies to all notices or other documents (except notices of termination) required to be given under the Act or this Regulation.
- (2) For the purposes of section 130 (1) of the Act, a notice or other document required to be given under the Act to a tenant may be given by sending it by post to the tenant's usual place of business or employment.
- (3) For the purposes of section 130 (2) of the Act, a notice or other document required to be given under the Act to a landlord may be given by sending it by post or by facsimile transmission to the usual place of business of the landlord's agent under the residential tenancy agreement.
- (4) A notice or other document required to be given to a person other than a landlord or tenant may be given:
  - (a) by delivering it personally to the person, or
  - (b) by sending it by post to the person's usual place of residence or business or employment, or
  - (c) in such other manner as may be approved by the Tribunal.

### 29 Service of notices of termination

- (1) For the purposes of section 130 (4) of the Act, a notice of termination given under the Act to a tenant may be given:
  - (a) by delivering it personally to the tenant or a person apparently of or above the age of 16 years by whom the rent payable by the tenant is ordinarily paid, or
  - (b) by delivering it to the residential premises occupied by the tenant and by leaving it there with some person apparently of or above the age of 16 years for the tenant, or
  - (c) by sending it by post to the residential premises occupied by the tenant.
- (2) For the purposes of section 130 (4) of the Act, a notice of termination given under the Act to a landlord may be given:
  - (a) by delivering it personally to the landlord, the landlord's agent under the residential tenancy agreement or a person apparently of or above the age of 16 years to whom the rent payable to the landlord is ordinarily paid, or

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Part 6 Service

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- (b) by sending it by post to the landlord's usual place of residence or business or employment, or
- (c) by sending it by post or facsimile transmission to the usual place of business of the landlord's agent under the residential tenancy agreement.

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## Part 7 Miscellaneous

### 30 Urgent repairs limit

For the purposes of section 28 (1) of the Act, the prescribed maximum amount for reimbursement of any reasonable costs incurred by a tenant in making urgent repairs to residential premises is \$1,000.

### 31 Monetary jurisdiction of Tribunal

For the purposes of section 85 (3) (a) and (b) of the Act, the amount prescribed in relation to an order of the Tribunal is:

- (a) \$20,000, with respect to a rental bond, or
- (b) \$10,000, with respect to any other matter.

### 32 Warrant for possession

For the purposes of section 73 of the Act, the prescribed form of warrant authorising a sheriff's officer to enter residential premises to enforce an order for possession is that set out in Schedule 3.

### 33 Repeal and savings

- (1) The *Residential Tenancies (Savings and Transitional) Regulation 1989* is repealed.
- (2) Any act, matter or thing that had effect under the *Residential Tenancies (Residential Premises) Regulation 1995* immediately before the commencement of this Regulation is taken to have effect under this Regulation.

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Clause 34 Residential Tenancies Regulation 2006

Part 8 Savings and transitional provisions

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### Part 8 Savings and transitional provisions

**Note.** The provisions in this Part reflect those provisions of the *Residential Tenancies (Savings and Transitional) Regulation 1989* that still have application in respect of some leases. The *Residential Tenancies (Savings and Transitional) Regulation 1989* is repealed by this Regulation.

#### 34 Application of the Act to written and partly written agreements

- (1) For the purposes of section 5 (4) of the Act, sections 64 and 65 of the Act apply, and clauses 10 and 11 of Schedule 2 to the Act do not apply, to written and partly written and partly oral residential tenancy agreements made before 30 October 1989 (being the date of commencement of section 5 of the Act).
- (2) Except as otherwise provided by this Part, for the purposes of clause 9 of Schedule 2 to the Act, sections 8-16, 17-33, 53-63, 66-70 and 74-79 of the Act apply to written and partly written and partly oral residential tenancy agreements made before the commencement of section 5 of the Act and so apply from 30 October 1989 (being the date of commencement of the *Residential Tenancies (Savings and Transitional) Regulation 1989*).

#### 35 Condition of residential premises at termination

In its application to a written or partly written and partly oral residential tenancy agreement made before 30 October 1989, section 26 (1) (d) of the Act is to be read as if the words “as set out in any condition report forming part of the residential tenancy agreement” were omitted and the words “as they were in at the commencement of the tenancy” were inserted instead.

#### 36 Previous actions etc not affected

- (1) Nothing in the Act or this Part:
  - (a) affects the validity of any action done or not done or payment made in pursuance of a term of a written or partly written and partly oral residential tenancy agreement before 30 October 1989 even though the term contravenes, is ineffective or is void because of the Act or this Part, or
  - (b) except as provided by subclause (2), affects any right or remedy which a landlord or a tenant under such an agreement would have had but for the Act or this Part in relation to any such action or omission or payment or any breach of the agreement that occurred before that date.
- (2) A landlord or tenant may not, on and from 30 October 1989, terminate a written or partly written and partly oral residential tenancy agreement made before that date, except in accordance with the Act.

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**Schedule 1 Standard Form Agreement (not exceeding 3 years)**

(Clause 6 (1) (a))

**Standard form residential tenancy agreement (where tenancy is for a term not exceeding 3 years)**

This Agreement is in 2 parts:

Part 1—Sets out the terms of the agreement.

Part 2—Contains the condition report in respect of the residential premises.

**IMPORTANT NOTES ABOUT THIS AGREEMENT**

1. The tenant is entitled to have time to read this agreement (and the completed condition report referred to in this agreement) and to obtain appropriate advice if necessary.
2. The landlord or the landlord’s agent must give the tenant a copy of the *The Renting Guide: Your basic rights and responsibilities as a tenant*, as published by the NSW Office of Fair Trading.
3. The landlord is required to give the tenant a copy of this agreement for the tenant to keep.

**Part 1 Terms of agreement**

**THIS AGREEMENT is made on** \_\_\_\_\_ **at** \_\_\_\_\_ **NSW**

**BETWEEN**

**LANDLORD:**

(Name/s):

(ACN):

(Address):

(Name of landlord’s agent):

(ACN):

(Address):

**AND**

**TENANT:**

(Name/s):

Other people who will ordinarily live at the premises may be listed here [*cross out if not needed*]:

**PREMISES:**

The landlord gives the tenant the right to occupy the premises at:

and the following parking space and storeroom [*cross out if not needed*]:

The premises are unfurnished/The premises are furnished/The furniture and furnishings set out in the condition report are included.

[*Cross out whichever is not needed.*]

No more than \_\_\_\_\_ persons may ordinarily live in the premises at any one time.

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### Residential Tenancies Regulation 2006

#### Schedule 1 Standard Form Agreement (not exceeding 3 years)

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##### **RENT:**

The rent is \$            payable every            starting on    /    /    .

The tenant must pay in advance on the            of every

The rent must be paid:

- (a) to the landlord, or the landlord's agent, at            , or
- (b) at any other reasonable place the landlord names in writing, or
- (c) into the following account            , or any other account nominated by the landlord.

Payment must be made by the following method [*eg in cash, by cheque, by bank account deposit or by any other method agreed to and set out here*]:

##### **TERM:**

The term of this agreement is            , beginning on    /    /    and ending on    /    /    .

##### **CONTINUATION:**

At the end of the term the tenant can stay in the residential premises at the same rent (or at an increased rent if the rent is increased in accordance with the Residential Tenancies Act 1987) but otherwise under the same terms unless or until the agreement is ended in accordance with the *Residential Tenancies Act 1987*.

##### **RENTAL BOND** [*cross out if there is not going to be a bond*]:

A rental bond of \$            must be paid by the tenant to the landlord or the landlord's agent on or before signing this agreement.

##### **THE AGREEMENT**

1. **The landlord agrees** to give the tenant:
  - 1.1 a copy of this agreement at or before the time the agreement is signed and given by the tenant to the landlord or a person on the landlord's behalf, and
  - 1.2 a copy of the agreement signed by both the landlord and the tenant as soon as reasonably practicable.

##### **RENT**

2. **The tenant agrees** to pay rent on time.
3. **The landlord agrees** to provide a receipt for any rent paid to the landlord or to ensure that the landlord's agent provides a receipt for any rent paid to the agent. If the rent is not paid in person, the landlord agrees only to make the receipt available for collection by the tenant or to post it to the tenant. (The landlord is not required to provide or make available a receipt if rent is paid into the landlord's account.)

##### **PAYMENT OF COUNCIL RATES, LAND TAX, WATER AND OTHER CHARGES**

4. **The landlord agrees** to pay:
  - 4.1 Council rates, and
  - 4.2 for water, other than water that the tenant has agreed to pay for under clauses 5.3 and 5.4 of this agreement, and
  - 4.3 land taxes, and



- 
- 4.4 the cost of installing any meters to measure the supply of water, electricity or gas, and
  - 4.5 charges under any other Act for the residential premises.
  - 5. **The tenant agrees to pay:**
    - 5.1 for electricity, and
    - 5.2 for gas, and
    - 5.3 for excess water, and
    - 5.4 any other charge for water set out in the additional terms of this agreement if the charge for water is calculated according to the metered amount of water consumed and there is no minimum rate chargeable, and
    - 5.5 any excess garbage or sanitary charges, and
    - 5.6 any charges for pumping out a septic system.

**POSSESSION OF THE PREMISES**

- 6. **The landlord agrees:**
  - 6.1 to make sure the residential premises are vacant so the tenant can move in on the date agreed, and
  - 6.2 there is no legal reason that the landlord knows about, or should know about when signing this agreement, why the premises cannot be used as a residence for the term of this agreement.

**TENANT'S RIGHT TO QUIET ENJOYMENT**

- 7. **The landlord agrees:**
  - 7.1 that the tenant will have quiet enjoyment of the residential premises without interruption by the landlord or any person claiming by, through or under the landlord or having superior title to that of the landlord, and
  - 7.2 that the landlord or the landlord's agent will not interfere, or cause or permit any interference, with the reasonable peace, comfort or privacy of the tenant in using the premises.

**USE OF THE PREMISES**

- 8. **The tenant agrees:**
  - 8.1 not to use the residential premises, or cause or permit the premises to be used, for any illegal purpose, and
  - 8.2 not to cause or permit a nuisance, and
  - 8.3 not to interfere, or cause or permit interference, with the reasonable peace, comfort or privacy of neighbours.

**LANDLORD'S ACCESS TO THE PREMISES**

- 9. **The landlord,** the landlord's agent or any person authorised in writing by the landlord, during the currency of this agreement, may only enter the residential premises in the following circumstances:

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### Residential Tenancies Regulation 2006

#### Schedule 1 Standard Form Agreement (not exceeding 3 years)

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- 9.1 in an emergency (including entry for the purpose of carrying out urgent repairs), or
  - 9.2 if the Consumer, Trader and Tenancy Tribunal so orders, or
  - 9.3 if there is good reason for the landlord to believe the premises are abandoned, or
  - 9.4 to inspect the premises, if the tenant gets 7 days' notice (no more than 4 inspections are allowed in any period of 12 months), or
  - 9.5 to carry out necessary repairs, if the tenant gets 2 days' notice on each occasion, or
  - 9.6 to show the premises to prospective buyers or mortgagees on a reasonable number of occasions, if the tenant gets reasonable notice on each occasion, or
  - 9.7 to show the premises to prospective tenants on a reasonable number of occasions if the tenant gets reasonable notice on each occasion (this is only allowed during the last 14 days of the agreement), or
  - 9.8 to install a smoke alarm or replace a battery in a smoke alarm in the residential premises, if the tenant gets 2 days' notice on each occasion, or
  - 9.9 if the tenant agrees.
10. **If a person has power** to enter the residential premises under clause 9.4, 9.5, 9.6 or 9.7 of this agreement the person:
- 10.1 must not enter the premises on a Sunday or a public holiday, unless the tenant agrees, and
  - 10.2 may enter the premises only between the hours of 8.00 a.m. and 8.00 p.m., unless the tenant agrees to another time.
11. **Except in an emergency** (including to carry out urgent repairs), a person other than the landlord or the landlord's agent must produce to the tenant the landlord's or the landlord's agent's written permission to enter the residential premises.

#### **CLEANLINESS, REPAIRS AND DAMAGE TO THE PREMISES**

12. **The landlord agrees:**
- 12.1 to make sure the residential premises are reasonably clean and fit to live in, and
  - 12.2 to keep the premises in reasonable repair, considering the age of, the amount of rent paid for and the prospective life of the premises.
13. **The tenant agrees:**
- 13.1 to keep the residential premises reasonably clean, and
  - 13.2 to notify the landlord as soon as practicable of any damage to the premises, and
  - 13.3 not to intentionally or negligently cause or permit any damage to the premises, and
  - 13.4 when the agreement ends, to leave the premises as nearly as possible in the same condition (fair wear and tear excepted) as set out in the condition report for the residential premises that forms part of this agreement.
- Note.** The condition report that forms part of this agreement is the condition report set out in Part 2 of this agreement unless:
- (a) the agreement is a renewed agreement, and
  - (b) the landlord and tenant have agreed that clause 28 of this agreement applies, and

- 
- (c) a date has been inserted in clause 28, in which case the specified earlier agreement forms part of this agreement.

**ALTERATIONS AND ADDITIONS TO THE PREMISES**

**14. The tenant agrees:**

- 14.1 not to attach any fixture or renovate, alter or add to the residential premises without the landlord's written permission, and
- 14.2 not to remove, without the landlord's written permission, any fixture attached by the tenant, and
- 14.3 to notify the landlord of any damage caused by removing any fixture attached by the tenant, and
- 14.4 to repair any damage caused by removing the fixture or compensate the landlord for the cost of repair, if the landlord asks.

15. **The landlord agrees** to compensate the tenant as soon as possible for the value of a fixture attached by the tenant if the landlord refuses to allow its removal.

**URGENT REPAIRS**

16. **The landlord agrees** to pay the tenant, within 14 days after receiving written notice from the tenant, any reasonable costs (not exceeding \$1,000) the tenant has incurred for making urgent repairs (of the type set out below) so long as:

- 16.1 the damage was not caused as a result of a breach of this agreement by the tenant, and
- 16.2 the tenant gives or makes a reasonable attempt to give the landlord notice of the damage, and
- 16.3 the tenant gives the landlord a reasonable opportunity to make the repairs, and
- 16.4 the tenant makes a reasonable attempt to have any appropriate tradesperson named in this agreement make the repairs, and
- 16.5 the repairs are carried out, where appropriate, by licensed or properly qualified persons, and
- 16.6 the tenant as soon as possible gives or tries to give the landlord written details of the repairs, including the cost and the receipts for anything the tenant pays for.

17. The type of urgent repairs to the residential premises for which the landlord agrees to make payment are repairs to:

- 17.1 a burst water service, or
- 17.2 a blocked or broken lavatory system, or
- 17.3 a serious roof leak, or
- 17.4 a gas leak, or
- 17.5 a dangerous electrical fault, or
- 17.6 flooding or serious flood damage, or
- 17.7 serious storm or fire damage, or
- 17.8 a failure or breakdown of the gas, electricity or water supply to the premises, or

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**17.9** a failure or breakdown of any essential service on the premises for hot water, cooking, heating or laundering, or

**17.10** any fault or damage that causes the premises to be unsafe or not secure.

Tradesperson/s:

### **LOCKS AND SECURITY DEVICES**

#### **18. The landlord agrees:**

**18.1** to provide and maintain locks or other security devices necessary to keep the residential premises reasonably secure, and

**18.2** not to alter, remove or add any lock or other security device without reasonable excuse (which includes an emergency or an order of the Consumer, Trader and Tenancy Tribunal) unless the tenant agrees, and

**18.3** to give the tenant a copy of the key or opening device or information to open any lock or security device which is added or altered, except where the tenant agrees not to be given a copy or the Tribunal so orders.

#### **19. The tenant agrees:**

**19.1** not to alter, remove or add any lock or other security device without reasonable excuse (which includes an emergency or an order of the Consumer, Trader and Tenancy Tribunal) unless the landlord agrees, and

**19.2** to give the landlord a copy of the key or opening device or information to open any lock or security device which is altered or added, except where the landlord agrees not to be given a copy or the Tribunal so orders.

### **SMOKE ALARMS**

#### **19A. The landlord agrees:**

**19A.1** to install any smoke alarms that are required by law to be installed on the residential premises, and

**19A.2** not to remove or interfere with the operation of any such smoke alarm except with reasonable excuse, and

**19A.3** if any such smoke alarm has a replaceable battery (other than a back up battery), to ensure that a new battery is installed in the smoke alarm at the beginning of the term of this agreement and, if the battery needs to be replaced at any time, and the tenant is physically unable to change the battery, to replace the battery with a new battery as soon as reasonably practicable after being notified that the battery needs to be replaced.

#### **19B. The tenant agrees:**

**19B.1** not to remove or interfere with the operation of any smoke alarm installed on the residential premises except with reasonable excuse, and

**19B.2** if any such smoke alarm has a replaceable battery (other than a back up battery), to ensure that the battery is replaced whenever necessary or, if the tenant is physically unable to change the battery, to notify the landlord as soon as reasonably practicable after becoming aware that the battery needs to be replaced, and

**19B.3** to notify the landlord if any smoke alarm installed on the residential premises is not functioning properly.

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**TENANT'S RESPONSIBILITY FOR THE ACTIONS OF OTHERS**

20. **The tenant agrees** to be responsible to the landlord for any act or omission by any person the tenant allows on the residential premises who breaks any of the terms of the agreement.

**RIGHT TO ASSIGN OR SUB-LET**

21. **A tenant** may with the landlord's prior permission assign the whole or part of the tenant's interest under this agreement or sub-let the residential premises.
22. **The landlord agrees** not to charge for giving permission other than for the landlord's reasonable expenses in giving permission.

**LANDLORD'S CHANGE OF ADDRESS**

23. **The landlord agrees:**
- 23.1 if the address of the landlord changes (and the landlord does not have an agent), to give the tenant notice in writing of the change within 14 days, and
  - 23.2 if the name or business address of the landlord's agent changes or the landlord appoints an agent, to give the tenant notice in writing of the change or the agent's name or business address, as appropriate, within 14 days, and
  - 23.3 if the landlord or landlord's agent is a corporation and the name of the secretary or other responsible agent of the corporation changes or the address of the registered office of the corporation changes, to give the tenant notice in writing of the change within 14 days.

**CHANGE OF ADDRESS OF CERTAIN TENANTS**

24. **The tenant** (who is a corporation other than a statutory corporation) **agrees**, if the address of the registered office of the tenant changes, to give the landlord notice in writing of the changed address.

**COPY OF CERTAIN BY-LAWS TO BE PROVIDED**

25. **The landlord agrees** to give to the tenant within 7 days of entering into this agreement a copy of the by-laws applying to the residential premises if they are premises under the Strata Schemes Management Act 1996, the Strata Schemes (Leasehold Development) Act 1986, the Community Land Development Act 1989 or the Community Land Management Act 1989.

**MITIGATION OF LOSS**

26. **The rules of law** relating to mitigation of loss or damage on breach of a contract apply to a breach of this agreement. (For example, if the tenant breaches this agreement the landlord will not be able to claim damages for loss which could have been avoided by reasonable effort by the landlord.)

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### RENTAL BOND

27. **The landlord agrees** that where the landlord or the landlord's agent applies to the Rental Bond Board or the Consumer, Trader and Tenancy Tribunal for payment of the whole or part of the rental bond to the landlord, then the landlord or the landlord's agent will provide the tenant with details of the amount claimed and with copies of any quotations, accounts and receipts that are relevant to the claim.

### AGREEMENT TO USE PREVIOUS CONDITION REPORT

28. **The landlord and tenant agree** that the condition report included in a residential tenancy agreement entered into by the tenant and dated [insert a date if the landlord and tenant agree to this clause] forms part of this agreement.

### ADDITIONAL TERMS

*Additional terms may be included in this agreement if:*

- (a) *both the landlord and tenant agree to the terms, and*
- (b) *they do not conflict with the Residential Tenancies Act 1987 or any other Act, and*
- (c) *they do not conflict with the standard terms of this agreement.*

*ANY ADDITIONAL TERMS ARE NOT REQUIRED BY LAW AND ARE NEGOTIABLE.*

### ADDITIONAL TERM ABOUT WATER

*[Cross out this clause if it is not applicable]*

29. **The tenant agrees** to pay for all water used during the term of the agreement (in addition to any excess water for which the tenant has agreed to pay under clause 5.3) where the charge for the water is calculated according to the metered amount of water consumed and there is no minimum rate chargeable.

#### Notes.

##### 1. Definitions

In this agreement:

**"landlord"** means the person who grants the right to occupy residential premises under this agreement, and includes the person's heirs, executors, administrators and assigns,

**"landlord's agent"** means a person who acts as the agent of the landlord and who (whether or not the person carries on any other business) carries on business as an agent for:

- (a) the letting of residential premises, or
- (b) the collection of rents payable for any tenancy of residential premises,

**"regulations"** means regulations under the Residential Tenancies Act 1987,

**"rental bond"** means money paid by the tenant as security to carry out this agreement,

**"residential premises"** means any premises or part of premises (including any land occupied with the premises) used or intended to be used as a place of residence,

**"tenancy"** means the right to occupy residential premises under this agreement,

**"tenant"** means the person who has the right to occupy residential premises under this agreement, and includes the person's heirs, executors, administrators and assigns.

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**2. Notes on ending the tenancy**

The first step to end a tenancy is, almost always, for the landlord or the tenant to give a notice of termination. The tenancy ends when the tenant moves out, on or after the day specified in the notice, or when the Consumer, Trader and Tenancy Tribunal orders the tenancy to end.

**3. Notices of termination**

- (1) A notice of termination must:
  - (a) be in writing, and
  - (b) state the address of the rented premises, and
  - (c) be signed and dated, and
  - (d) allow the required period of time, and
  - (e) give the date the tenant intends to, or is requested to, move out on, and
  - (f) give the reasons for ending the agreement (if any), and
  - (g) be properly given.
- (2) If the notice is given by or on behalf of a landlord, the notice must state that "information about the tenant's rights and obligations can be found in the residential tenancy agreement".

**4. How notices are properly given**

- (1) A notice of termination **given to a tenant** may be:
  - (a) posted to the tenant's home, or
  - (b) given to the tenant personally, or
  - (c) given to a person aged over 16 who normally pays the rent, or
  - (d) given to a person aged over 16 at the premises to pass on to the tenant.
- (2) A notice of termination **given to a landlord** may be:
  - (a) posted to the landlord's address, or
  - (b) given to the landlord (or to the landlord's agent) personally, or
  - (c) posted or faxed to the landlord's agent's place of business, or
  - (d) given to a person aged over 16 who normally collects the rent.

**5. When and how much notice can be given?**

- (1) When and how much notice can be given depends on the type of residential tenancy agreement and the reasons for giving notice.
- (2) There are 2 types of agreements; "fixed term agreements" and "continuing agreements":
  - (a) a "**fixed term agreement**" is one that is for a specified period of time and ends on a specified date. If the date this agreement is due to end (see page 1 of this agreement) has not passed you are still on a fixed term agreement, and
  - (b) a "**continuing agreement**" does not end on a specified date. These agreements usually begin when a fixed term agreement expires and a new one is not entered into, although an agreement can be a continuing one from the beginning.

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#### Schedule 1 Standard Form Agreement (not exceeding 3 years)

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#### 6. How to end a fixed term agreement

A fixed term agreement may be ended for the following reasons, provided that at least 14 days' notice is given:

- (a) if the tenant breaks one of the agreement's terms,
- (b) if the tenant is more than 14 days in arrears of rent,
- (c) if the landlord breaks one of the agreement's terms,
- (d) if the landlord or tenant want to end the tenancy at the end of a fixed term agreement (in which case, notice can be given until the final day of the fixed term period, otherwise the agreement becomes a continuing agreement).

#### 7. How to end a continuing agreement

- (1) Unlike fixed term agreements, the amount of notice that a tenant or a landlord must give to end a continuing agreement is not always the same.
- (2) A continuing agreement may be ended by a landlord in the following ways:
  - (a) without stating a reason (in which case at least 60 days' notice must be given),
  - (b) on exchange of a sale contract that requires vacant possession of the rented premises (in which case at least 30 days' notice must be given),
  - (c) if the tenant breaks one of the agreement's terms or is more than 14 days in arrears of rent (in which case at least 14 days' notice must be given).
- (3) A continuing agreement may be ended by a tenant:
  - (a) without reason (in which case at least 21 days' notice must be given), or
  - (b) if the landlord breaks one of the agreement's terms (in which case at least 14 days' notice must be given).

#### 8. Vacant possession

A notice of termination does not end the tenancy by itself. The tenant must return vacant possession of the premises to the landlord, on or after the day specified in the notice, for the tenancy to end. An application may be made to the Consumer, Trader and Tenancy Tribunal if the tenant does not vacate when required.

#### 9. Warning

It is an offence for any person to obtain possession of the premises without an order of the Consumer, Trader and Tenancy Tribunal if the tenant does not willingly move out. Fines and compensation can be ordered by a court in relation to such offences.

#### 10. Rent increases

- (1) The landlord cannot increase the rent during the fixed term unless the agreement sets out the amount of the increase or the method of calculating the amount of the rent increase.
- (2) The tenant must get **60 days'** notice in writing if the landlord wants to increase the rent. This applies even when the agreement provides for, or permits, a rent increase. Where a notice of an increase has been given and the landlord and tenant subsequently agree to a lesser increase than in the notice, the landlord does not need to give a further 60 days' notice.
- (3) The tenant can apply to the Consumer, Trader and Tenancy Tribunal within **30 days** of getting the notice of the rent increase for an order that the rent increase is excessive, having regard to the general market level of rents for similar premises in similar locations.



- 
- (4) If the landlord has reduced or withdrawn any goods, services or facilities, the tenant can at any time apply to the Tribunal for an order that the rent is excessive.

**THE LANDLORD AND TENANT ENTER INTO THIS AGREEMENT (WHICH INCLUDES THE CONDITION REPORT) AND AGREE TO ALL ITS TERMS.**

**SIGNED BY THE LANDLORD**

in the presence of [*Name of witness*]

[*Signature of landlord*]:

[*Signature of witness*]:

**SIGNED BY THE TENANT**

in the presence of [*Name of witness*]

[*Signature of tenant*]:

[*Signature of witness*]:

The tenant acknowledges that, at or before the time of signing this residential tenancy agreement, the tenant was given a copy of *The Renting Guide: Your basic rights and responsibilities as a tenant*, as published by the NSW Office of Fair Trading.

[*Signature of tenant*]:

**Part 2 Condition report**

**ADDRESS OF PREMISES:**

*HOW TO COMPLETE*

1. Three copies of this condition report are filled out and signed by the landlord or the landlord's agent.
2. The landlord or the landlord's agent record the condition of the residential premises by indicating whether the particular room item is clean, undamaged and working by placing "Y" (YES) or "N" (NO) in the appropriate column (see example below).
3. Two copies of the report which have been filled in and signed by the landlord or the landlord's agent are given to the tenant at or before the time of entering into the agreement. The landlord keeps the third copy.
4. The tenant indicates agreement or disagreement with the condition indicated by the landlord or landlord's agent by placing "Y" (YES) or "N" (NO) in the appropriate columns (see example below).
5. The tenant returns one copy of the completed condition report to the landlord or landlord's agent and keeps the second copy.
6. At, or as soon as practicable after, the termination of a residential tenancy agreement, both the landlord and tenant should complete the copy of the condition report that they retained, indicating the condition of the premises at the end of the tenancy. This should be done in the presence of the other party, unless the other party has been given a reasonable opportunity to be present and has not attended the inspection.

*IMPORTANT NOTES ABOUT THIS REPORT*

1. This condition report is an important record of the condition of the premises when the tenancy begins.
2. At the end of the tenancy the premises will be inspected and the condition of the premises at that time will be compared to that stated in the original condition report.

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3. It is important to complete the condition report accurately. It may be vital if there is a dispute, particularly about the return of the rental bond money and any damage to the premises.
4. If the tenant disagrees with the landlord's condition report this must be confirmed in writing, preferably on the condition report, either by placing "N" (NO) in the appropriate column and by making an appropriate comment alongside that column.
5. The Consumer, Trader and Tenancy Tribunal has the power to hear disputes about the validity of a condition report.

#### EXAMPLE

#### CONDITION REPORT

Condition of premises at start of tenancy					
	Clean	Undamaged	Working	Tenant agrees	Comments
<b>ENTRANCE</b>					
walls/ceiling	Y	Y		N	crack in wall over door
doors/windows/screens	Y	N		Y	window screen torn
blinds/curtains	Y	N		Y	cord broken, no curtains
lights/power points	Y	Y	Y	Y	
floor coverings	N	Y		Y	carpet stain near window
other					
<b>LOUNGE</b>					
walls/ceiling	Y	Y		Y	
doors/windows/screens	Y	Y	Y	Y	
blinds/curtains	Y	Y	Y	Y	no curtains
lights/power points	Y	Y	Y	N	light shade cracked
floor coverings	Y	Y		Y	
television points	Y	Y	?	Y	unable to test (working)
heating					
other					
bar area	Y	N	Y		glass shelf broken, mirror cracked

**CONDITION REPORT**

Condition of premises at start					Condition of premises at end				
Clean	Undamaged	Working	Tenant agrees	Comments	Clean	Undamaged	Working	Tenant agrees	Comments
ENTRANCE									
walls/ceiling									
doors/ windows/ screens									
blinds/ curtains									
lights/power points									
floor/ coverings									
other									
LOUNGE									
walls/ceiling									
doors/ windows/ screens									
blinds/ curtains									
lights/power points									
floor/ coverings									
television points									
heating									
other									
DINING									
walls/ceiling									
doors/ windows/ screens									
blinds/ curtains									
lights/power points									

**2006 No 528**

## Residential Tenancies Regulation 2006

## Schedule 1 Standard Form Agreement (not exceeding 3 years)

Condition of premises at start					Condition of premises at end				
Clean	Undamaged	Working	Tenant agrees	Comments	Clean	Undamaged	Working	Tenant agrees	Comments

Condition of premises at start					Condition of premises at end				
Clean	Undamaged	Working	Tenant agrees	Comments	Clean	Undamaged	Working	Tenant agrees	Comments
lights/power points									
floor/coverings									
other									
BEDROOM 2									
walls/ceiling									
doors/windows/screens									
blinds/curtains									
lights/power points									
floor/coverings									
other									
BEDROOM 3									
walls/ceiling									
doors/windows/screens									
blinds/curtains									
lights/power points									
floor/coverings									
other									
OTHER ROOM									
walls/ceiling									
doors/windows/screens									
blinds/curtains									
lights/power points									

## 2006 No 528

### Residential Tenancies Regulation 2006

#### Schedule 1 Standard Form Agreement (not exceeding 3 years)

Condition of premises at start					Condition of premises at end				
Clean	Undamaged	Working	Tenant agrees	Comments	Clean	Undamaged	Working	Tenant agrees	Comments

**2006 No 528**

Residential Tenancies Regulation 2006  
Standard Form Agreement (not exceeding 3 years)

Schedule 1

Condition of premises at start					Condition of premises at end				
Clean	Undamaged	Working	Tenant agrees	Comments	Clean	Undamaged	Working	Tenant agrees	Comments
				wash tubs					
				copper/ washing machine					
				dryer					
				hot water service					
				other					
				GENERAL					
				store room/ shed					
				balcony/ porch					
				garage/car port					
				gates/fences					
				grounds/ garden					
				doors					
				stair-cases					
				letter box					
				street number					
				concrete paving					
				security system					
				smoke alarms					
				other					

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Residential Tenancies Regulation 2006

Schedule 1 Standard Form Agreement (not exceeding 3 years)

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WATER METER READING:

FURNITURE: (See attached list)

Landlord/agent's

Signature:

Tenant's

Signature:

Date:

LANDLORD'S PROMISE TO UNDERTAKE WORK [*Delete if not required*]

The landlord agrees to undertake the following cleaning, repairs, additions or other work during the tenancy:

The landlord agrees to complete that work by:

Landlord/agent's

Signature:

Tenant's

Signature:

Date:

**Note.** Further items and comments may be added on a separate sheet signed by the landlord/agent and the tenant and attached to this report.



## Schedule 2 Standard Form Agreement (exceeding 3 years)

(Clause 6 (1) (b))

### Standard form residential tenancy agreement (where tenancy is for a term exceeding 3 years)

#### IMPORTANT NOTES ABOUT THIS AGREEMENT

1. The tenant is entitled to have time to read this agreement (and the completed condition report referred to in this agreement) and to obtain appropriate advice if necessary.
2. The landlord or the landlord's agent must give the tenant a copy of the *The Renting Guide: Your basic rights and responsibilities as a tenant*, as published by the NSW Office of Fair Trading.
3. The landlord is required to give the tenant a copy of this agreement for the tenant to keep.

#### Part 1 Terms of agreement

**THIS AGREEMENT is made on** \_\_\_\_\_ **at** \_\_\_\_\_ **NSW**

*BETWEEN*

**LANDLORD:**

(Name/s):

(ACN):

(Address):

(ACN):

(Name of landlord's agent):

(ACN):

(Address):

*AND*

**TENANT:**

(Name/s):

Other people who will ordinarily live at the premises may be listed here [*cross out if not needed*]:

**PREMISES:**

The landlord gives the tenant the right to occupy the premises at:  
and the following parking space and storeroom [*cross out if not needed*]:

The premises are unfurnished/The premises are furnished/The furniture and furnishings set out in the condition report are included.

[*Cross out whichever is not needed.*]

No more than \_\_\_\_\_ persons may ordinarily live in the premises at any one time.

**RENT:**

The rent is \$ \_\_\_\_\_ payable every \_\_\_\_\_ starting on / /

The tenant must pay in advance on the \_\_\_\_\_ of every \_\_\_\_\_

## 2006 No 528

### Residential Tenancies Regulation 2006

#### Schedule 2 Standard Form Agreement (exceeding 3 years)

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The rent must be paid:

- (a) to the landlord, or the landlord's agent, at: \_\_\_\_\_, or
- (b) at any other reasonable place the landlord names in writing, or
- (c) into the following account:  
or any other account nominated by the landlord.

Payment must be made by the following method [*eg in cash, by cheque, by bank account deposit or by any other method agreed to and set out here*]:

**TERM:**

The term of this agreement is \_\_\_\_\_, beginning on \_\_\_\_ / \_\_\_\_ / \_\_\_\_ and ending on \_\_\_\_ / \_\_\_\_ / \_\_\_\_

**CONTINUATION:**

At the end of the term the tenant can stay in the residential premises at the same rent (or at an increased rent if the rent is increased in accordance with the Residential Tenancies Act 1987) but otherwise under the same terms unless or until the agreement is ended in accordance with the Residential Tenancies Act 1987.

**RENTAL BOND** (*cross out if there is not going to be a bond*):

A rental bond of \$ \_\_\_\_\_ must be paid by the tenant to the landlord or the landlord's agent on or before signing this agreement.

**THE AGREEMENT**

- 1. **The landlord agrees** to give the tenant:
  - 1.1 a copy of clauses 2–27 (clause 13.4 excepted) of the standard form residential tenancy agreement set out in Part 1 of Schedule 1 to the Residential Tenancies Regulation 2006, at or before the time this agreement is signed and given by the tenant to the landlord or a person on the landlord's behalf, and
  - 1.2 a copy of the notes forming part of that standard form agreement (other than Part 2 of that standard form) before the time this agreement is signed and given by the tenant to the landlord or a person on the landlord's behalf, and
  - 1.3 a copy of this agreement at or before the time the agreement is signed and given by the tenant to the landlord or a person on the landlord's behalf, and
  - 1.4 a copy of the agreement signed by both the landlord and the tenant as soon as reasonably practicable.

**TERMS OF THIS AGREEMENT**

- 2. **The landlord and tenant agree** that clauses 2–27 (clause 13.4 excepted) of the standard form residential tenancy agreement set out in Part 1 of Schedule 1 to the Residential Tenancies Regulation 2006 are terms of this agreement as if they were set out in this agreement.

**AGREEMENT TO PREPARE CONDITION REPORT**

3. **The landlord agrees** to prepare and complete a condition report as required by this clause (unless this agreement is a renewed agreement, the landlord and tenant have agreed that clause 5 of this agreement applies, and a date has been inserted in clause 5).

**The landlord agrees:**

- 3.1 to prepare, or to ensure that the landlord's agent prepares, 3 copies of a condition report in the form set out in Part 2 of Schedule 1 to the Residential Tenancies Regulation 2006, and
- 3.2 to record, or to ensure that the landlord's agent records, on that report the condition of the residential premises by indicating whether the particular room item is clean, undamaged and working by placing "Y" (YES) or "N" (NO) in the appropriate column, and
- 3.3 to give 2 copies of the report to the tenant at or before the time of entering into the agreement.
4. **The tenant agrees** to do the following (unless this agreement is a renewed agreement, the landlord and tenant have agreed that clause 5 of this agreement applies, and a date has been inserted in clause 5):
- 4.1 to indicate on that report the tenant's agreement or disagreement with the condition indicated by the landlord or landlord's agent by placing "Y" (YES) or "N" (NO) in the appropriate column,
- 4.2 to return a copy of the completed condition report to the landlord or landlord's agent within 7 days of receiving the report.

**AGREEMENT TO USE PREVIOUS CONDITION REPORT**

5. **The landlord and tenant agree** that the condition report included in a residential tenancy agreement entered into by the tenant and dated [insert a date if the landlord and tenant agree to this clause] forms part of this agreement.

**CONDITION OF PREMISES**

6. **The tenant agrees**, when this agreement ends, to leave the premises as nearly as possible in the same condition (fair wear and tear excepted) as set out in the condition report for the residential premises that forms part of this agreement. If the condition report for the premises is one referred to in clause 5 of this agreement, the condition of the premises noted in that report is to be adjusted to take account of fair wear and tear since that report was completed.

**ADDITIONAL TERMS**

*Additional terms may be included in this agreement if:*

- (a) *both the landlord and tenant agree to the terms, and*
- (b) *they do not conflict with the Residential Tenancies Act 1987 or any other Act, and*
- (c) *they do not conflict with the standard terms of this agreement.*

**ANY ADDITIONAL TERMS ARE NOT REQUIRED BY LAW AND ARE NEGOTIABLE.**

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Residential Tenancies Regulation 2006

Schedule 2 Standard Form Agreement (exceeding 3 years)

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### **ADDITIONAL TERM ABOUT WATER**

*(Cross out this clause if it is not applicable)*

7. **The tenant agrees** to pay for all water used during the term of the agreement (in addition to any excess water for which the tenant has agreed to pay under clause 5.3 of the agreement set out in Schedule 1 to the Residential Tenancies Regulation 2006) where the charge for the water is calculated according to the metered amount of water consumed and there is no minimum rate chargeable.

**THE LANDLORD AND TENANT ENTER INTO THIS AGREEMENT AND AGREE TO ALL ITS TERMS.**

#### **SIGNED BY THE LANDLORD**

in the presence of [*Name of witness*]

[*Signature of landlord*]:

[*Signature of witness*]:

#### **SIGNED BY THE TENANT**

in the presence of [*Name of witness*]

[*Signature of tenant*]:

[*Signature of witness*]:

The tenant acknowledges that, at or before the time of signing this residential tenancy agreement, the tenant was given a copy of *The Renting Guide: Your basic rights and responsibilities as a tenant*, as published by the NSW Office of Fair Trading.

[*Signature of tenant*]:

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## Schedule 3 Warrant for possession

(Clause 32)

### Warrant for enforcement of order for possession

Residential Tenancies Act 1987

To all sheriff's officers:

#### Why is this warrant being issued?

On \_\_\_\_\_, the Consumer, Trader and Tenancy Tribunal sitting at \_\_\_\_\_ made the following orders:

- (a) an order terminating the residential tenancy agreement between \_\_\_\_\_ and \_\_\_\_\_
- (b) an order for possession of the residential premises at \_\_\_\_\_ in New South Wales
- (c) an order that the operation of the order for possession be suspended for a period of \_\_\_\_\_ days from the date of the order [*Delete if not applicable*].

An application was made by the person in whose favour the order was made for the enforcement of the order for possession of the premises.

I am satisfied that the order has not been complied with, or that a condition of suspension of the order has not been complied with.

#### What does this warrant authorise?

This warrant authorises any sheriff's officer to enter the residential premises and take all steps that are reasonably necessary to give possession to the landlord.

#### Police assistance

A sheriff's officer may request that any member of the police force assist the sheriff's officer to enforce the order for possession.

#### Use of force

The sheriff's officer or member of the police force enforcing the order for possession is authorised to use such force as is reasonably necessary to enforce the order for possession.

#### Production of this warrant

The sheriff's officer or member of the police force enforcing the order for possession must produce this warrant if asked.

#### Issue details

Date of issue of warrant:

This warrant must be executed within 28 days of its issue.

**2006 No 528**

Residential Tenancies Regulation 2006

Schedule 3      Warrant for possession

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**Signature**

Signed by me:

Chairperson/Deputy Chairperson/Member/Registrar/Deputy Registrar (*delete whichever is not applicable*) of the Consumer, Trader and Tenancy Tribunal.

(*Print name*):

(*Signature*):

**Case information**

Consumer, Trader and Tenancy Tribunal Registry:

Phone No.:

Name and address of landlord/agent:

Phone No. of landlord/agent:

Tenant's Phone No.:

File No.:

BY AUTHORITY

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