



New South Wales

# Residential Tenancies Amendment Regulation 2025

under the

Residential Tenancies Act 2010

Her Excellency the Governor, with the advice of the Executive Council, has made the following regulation under the *Residential Tenancies Act 2010*.

ANOULACK CHANTHIVONG, MP  
Minister for Better Regulation and Fair Trading

## Explanatory note

The object of this regulation is to amend the *Residential Tenancies Regulation 2019* (*the regulation*) consequent on the commencement of the *Residential Tenancies Amendment Act 2024*, including to—

- (a) clarify the grounds on which a landlord may refuse to give consent to a tenant keeping an animal at residential premises, and
- (b) set out the supporting documents or information a landlord must give to a tenant when giving a termination notice, and
- (c) require a landlord, or the landlord's agent, to give certain information to the Secretary, and
- (d) exempt social housing tenancy agreements and purpose-built student accommodation from certain provisions of the *Residential Tenancies Act 2010* (*the Act*) and prescribe certain residential premises as purpose-built student accommodation, and
- (e) provide for the times within which certain applications must be made to the Civil and Administrative Tribunal, and
- (f) allow the Local Court to impose a maximum monetary penalty of 650 penalty units in proceedings for an offence against the Act, and
- (g) update the standard form of residential tenancy agreement, and
- (h) provide that the offences under the Act, sections 35(2)–(5), 73H, 85(2), 86(1) and 87(1) and (2) and the regulation, clause 23L(1) are penalty notice offences.

Schedule 1[5] may be made under a Henry VIII provision because proposed clause 22A impliedly amends the Act by affecting the application of the Act.

## **Residential Tenancies Amendment Regulation 2025**

under the

Residential Tenancies Act 2010

### **1 Name of regulation**

This regulation is the *Residential Tenancies Amendment Regulation 2025*.

### **2 Commencement**

This regulation commences as follows—

- (a) for Schedule 1[7], to the extent it inserts clause 23L, and [31]—immediately after the commencement of the *Residential Tenancies Amendment Act 2024*, Schedule 1[22],
- (b) otherwise—immediately after the commencement of the *Residential Tenancies Amendment Act 2024*, Schedule 1[1]–[4], [6], [9]–[19] and [23].

## Schedule 1 Amendment of Residential Tenancies Regulation 2019

### [1] Clause 3 Definitions

Insert in alphabetical order in clause 3(1)—

*development consent* has the same meaning as in the *Environmental Planning and Assessment Act 1979*.

*development control order* has the same meaning as in the *Environmental Planning and Assessment Act 1979*.

*educational institution* means premises used for education that are—

- (a) a school, or
- (b) a tertiary institution that provides formal education and is constituted by or under an Act.

*licensed conveyancer* means the holder of a licence in force under the *Conveyancers Licensing Act 2003*.

*owners corporation* has the same meaning as in the *Strata Schemes Management Act 2015*.

### [2] Clause 4 Standard form of residential tenancy agreements—s 15 of Act

Omit “clause 50” from the note. Insert instead “clauses 50 and 61”.

### [3] Clause 5

Omit the clause. Insert instead—

#### 5 Prohibited terms—the Act, s 19

- (1) For the Act, section 19(1), a residential tenancy agreement must not contain a term that requires a tenant to use a specific utility provider.
- (2) Subclause (1) does not apply if the landlord must use a specific utility provider for the premises.

### [4] Clause 6 Long term leases—s 20(2)(e) of Act

Omit “sections 54, 54A and 64A”.

Insert instead “sections 35, 54, 54A, 64A, 73B–73F and 73I”.

### [5] Clause 22A

Insert after clause 22—

#### 22A Pets—only grounds for refusing to give consent—the Act, s 73F

- (1) For the Act, section 73F(1)(a), it is not an unreasonable number of animals if the number of animals being kept at the premises will be 4 or less.
- (2) For the Act, section 73F(1)(b)(i), the fencing is not inappropriate if—
  - (a) the reason the fencing is inappropriate is that the landlord has not kept the fencing in a reasonable state of repair, or
  - (b) the animal will be kept primarily within an enclosure on the premises, or
  - (c) the animal will be kept primarily inside at the premises and will be under the effective control of a person if taken outside.
- (3) For the Act, section 73F(1)(b)(ii)—

- (a) a reference to open space includes common property the tenant is entitled to access, unless animals of the same type as the animal are prohibited from entering the common property, and
  - (b) the open space is only insufficient if it is insufficient for the animal to—
    - (i) defecate and urinate outside, unless the animal can reasonably defecate and urinate inside at the premises or elsewhere, or
    - (ii) be kept outside, unless the animal can reasonably be kept inside at the premises, or
    - (iii) receive adequate exercise outside, unless the animal can reasonably receive adequate exercise inside at the premises or elsewhere, and
  - (c) the open space is taken to be sufficient if the animal will be kept primarily within an enclosure on the premises and there is sufficient space for the enclosure.
- (4) For the Act, section 73F(1)(c), keeping the animal at the premises is likely to cause damage that would cost more to reasonably repair than the amount of the rental bond only if it is highly probable the damage will occur.

**[6] Part 3A**

Insert before clause 23—

## **Part 3A Termination of residential tenancy agreements**

**[7] Clauses 23A–23L**

Insert after clause 23—

### **23A Termination notices generally**

- (1) For the Act, section 85(1), a landlord must, when giving a termination notice, give the tenant a termination information statement that includes information about the following—
  - (a) the circumstances under the Act in which a residential tenancy agreement terminates,
  - (b) the requirements in the Act, section 82 for termination notices,
  - (c) the supporting documents or information that must be given with a termination notice under clauses 23B–23I,
  - (d) the offences in the Act, sections 85 and 86,
  - (e) the tenant’s right to apply to the Tribunal under the Act, sections 111 and 115,
  - (f) how to contact NSW Fair Trading.
- (2) A landlord is taken to comply with subclause (1) if the landlord gives the tenant a form approved from time to time by the Secretary for the purposes of this clause.

### **23B Termination notices for actual sale of premises**

For the Act, section 85(1), a landlord must give one of the following to the tenant when giving a termination notice under the Act, section 87D—

- (a) a copy of the contract, or part of the contract, for the sale of the premises that shows the following—
  - (i) the name of the vendor,

- (ii) if a solicitor or licensed conveyancer is carrying out work for the vendor in connection with the contract for sale—the name of the solicitor or licensed conveyancer,
  - (iii) if the vendor has an agent in connection with the sale—the name of the agent,
  - (iv) the name of the purchaser,
  - (v) if a solicitor or licensed conveyancer is carrying out work for the purchaser in connection with the contract for sale—the name of the solicitor or licensed conveyancer,
  - (vi) the address of the premises, including the lot and deposited plan or strata plan numbers,
  - (vii) the date the contract was signed,
  - (viii) details of the proposed date for completion of the contract,
  - (ix) that the contract requires the vendor to give the purchaser vacant possession of the premises,
- (b) a written statement from a solicitor or licensed conveyancer carrying out work for the vendor in connection with the contract for the sale of the premises that states the following—
- (i) that a contract for the sale of the premises has been entered into,
  - (ii) the name of the vendor,
  - (iii) the address of the premises, including the lot and deposited plan or strata plan numbers,
  - (iv) the date the contract was signed,
  - (v) details of the proposed date for completion of the contract,
  - (vi) that the contract requires the vendor to give the purchaser vacant possession of the premises.

### **23C Termination notices for proposed sale of premises**

- (1) For the Act, section 85(1), a landlord must give one of the following to the tenant when giving a termination notice under the Act, section 87E—
- (a) a copy of a proposed contract for the sale of the premises that includes the following—
    - (i) the name of the vendor,
    - (ii) if a solicitor or licensed conveyancer is carrying out work for the vendor in connection with the contract for sale—the name of the solicitor or licensed conveyancer,
    - (iii) if the vendor has an agent in connection with the proposed sale—the name of the agent,
    - (iv) the address of the premises, including the lot and deposited plan or strata plan numbers,
    - (v) a requirement for the vendor to give the purchaser vacant possession of the premises,
    - (vi) the documents, or copies of documents, that must be attached to the contract under the *Conveyancing Act 1919*, section 52A(2)(a), other than the documents referred to in the *Conveyancing (Sale of Land) Regulation 2022*, Schedule 1, items 4 and 5,
  - (b) a copy of an agency agreement, or part of an agency agreement, between the landlord and a real estate agent for the sale of the premises that shows the following—

- (i) the names of each of the parties to the agency agreement,
  - (ii) the address, or a description, of the property to which the agency agreement applies,
  - (iii) the real estate agent's licence number,
  - (iv) the duration of the agency agreement.
- (2) In this clause—  
*agency agreement* and *real estate agent* have the same meaning as in the *Property and Stock Agents Act 2002*.

**23D Termination notices for significant renovations or repairs to premises**

- (1) For the Act, section 85(1), a landlord must, when giving a termination notice under the Act, section 87F, give the tenant—
- (a) a written statement from the landlord that—
    - (i) is signed and dated by the landlord, and
    - (ii) explains why the renovations or repairs are significant, and
    - (iii) explains why the property must be vacant for the works to be carried out properly, and
    - (iv) states the proposed commencement date of the works, and
  - (b) one of the following—
    - (i) a copy of a written quotation, or part of a written quotation, for the works prepared by a qualified builder or tradesperson that shows the following—
      - (A) the name of the landlord,
      - (B) the name of the qualified builder or tradesperson,
      - (C) the licence or certificate number of the qualified builder or tradesperson,
      - (D) a description of the works, including the address where the works will take place,
      - (E) an estimate of how long it will take to complete the works,
    - (ii) a copy of a contract, or part of a contract, with a qualified builder or tradesperson for the works that shows the following—
      - (A) the names of each of the parties to the contract,
      - (B) the licence or certificate number of the qualified builder or tradesperson,
      - (C) a description of the works, including the address where the works will take place,
      - (D) the commencement date of the works,
      - (E) an estimate of how long it will take to complete the works,
    - (iii) if the landlord will carry out the works—
      - (A) a copy of an owner-builder permit authorising the landlord to carry out the works, or
      - (B) proof of purchase of materials related to the works,
    - (iv) a copy of each of the following, if required for the works to be carried out—
      - (A) a development consent applying to the works,

- (B) written approval from the owners corporation, strata committee or strata managing agent for the premises to carry out the works,
- (v) a copy of a development control order requiring the works to be carried out.

(2) In this clause—

**owner-builder permit** has the same meaning as in the *Home Building Act 1989*.

**qualified builder or tradesperson** means a person who holds a contractor licence, tradesperson certificate or supervisor certificate under the *Home Building Act 1989*.

**strata committee** and **strata managing agent** have the same meaning as in the *Strata Schemes Management Act 2015*.

### **23E Termination notices for demolition of premises**

(1) For the Act, section 85(1), a landlord must, when giving a termination notice under the Act, section 87G, give the tenant—

- (a) a written statement from the landlord that—
  - (i) is signed and dated by the landlord, and
  - (ii) states the proposed commencement date of the demolition, and
- (b) a copy of the contract, or part of the contract, for the demolition that shows the following—
  - (i) the names of each of the parties to the contract,
  - (ii) a description of the demolition, including the address where the demolition will take place,
  - (iii) the commencement date of the demolition,
  - (iv) if the demolition involves licensed demolition work—the demolition licence number of the person who will carry out or direct the licensed demolition work, and
- (c) if development consent is required for the demolition—a copy of a development consent applying to the demolition, and
- (d) if a development control order requires the demolition to be carried out—a copy of the development control order.

(2) In this clause—

**demolition licence** and **licensed demolition work** have the same meaning as in the *Work Health and Safety Regulation 2017*, Part 4.6.

### **23F Termination notices if tenant no longer eligible for affordable housing scheme**

For the Act, section 85(1), a landlord must, when giving a termination notice under the Act, section 87H(1)(a), give the tenant information about the reason the tenant is no longer eligible to participate in the affordable housing scheme.

### **23G Termination notices if tenant no longer eligible for transitional housing program**

For the Act, section 85(1), a landlord must, when giving a termination notice under the Act, section 87I(1)(a), give the tenant information about the reason the tenant is no longer eligible to participate in the transitional housing program.

**23H Termination notices if premises no longer to be used as rented residential premises**

- (1) For the Act, section 85(1), a landlord must, when giving a termination notice under the Act, section 87L, give the tenant—
  - (a) a written statement from the landlord that—
    - (i) is signed and dated by the landlord, and
    - (ii) states the purpose for which the premises will be used after the termination date, and
    - (iii) states that the premises will not be used as rented residential premises for at least 12 months after the termination date, and
  - (b) if the purpose referred to in paragraph (a)(ii) involves the premises being used to carry on a business—one of the following—
    - (i) the Australian Business Number of the business,
    - (ii) a copy of a development consent that relates to the use of the premises for carrying on the business,
    - (iii) the licence number of a licence that will be used in carrying on the business, and

**Example—** a licence issued under the *Liquor Act 2007* for the sale of liquor at the premises
  - (c) if the purpose referred to in paragraph (a)(ii) involves the premises being used for a short-term rental accommodation arrangement—proof that the premises have been included on the STRA register.

- (2) In this clause—

**NSW planning portal** has the same meaning as in the *Environmental Planning and Assessment Act 1979*.

**short-term rental accommodation arrangement** has the same meaning as in the *Fair Trading Act 1987*, Part 4, Division 4A.

**STRA register** means the register of dwellings used for short-term rental accommodation maintained on the NSW planning portal.

**23I Termination notices if landlord or family will reside at premises**

- (1) For the Act, section 85(1), a landlord must, when giving a termination notice under the Act, section 87M, give the tenant—
  - (a) a written statement from the landlord, and
  - (b) if the notice is given on the ground that a relevant person who is not the landlord will reside at the premises—a written statement from the relevant person.
- (2) However, if notice is given on the ground that more than one relevant person who is not the landlord will reside at the premises, a written statement under subclause (1)(b) is only required from one of the relevant persons.
- (3) The landlord's written statement under subclause (1)(a) must—
  - (a) be signed and dated by the landlord, and
  - (b) state the following—
    - (i) if the notice is given on the ground that the landlord will reside at the premises—that the landlord will reside at the premises for at least 6 months,
    - (ii) if the notice is given on the ground that a relevant person who is not the landlord will reside at the premises—



- (A) that the relevant person will reside at the premises for at least 6 months, and
  - (B) the relationship between the relevant person and the landlord.
- (4) The relevant person's written statement under subclause (1)(b) must—
- (a) be signed and dated by the person, and
  - (b) state the following—
    - (i) that the relevant person will reside at the premises for at least 6 months,
    - (ii) the relationship between the relevant person and the landlord.
- (5) In this clause—  
**relevant person** has the same meaning as in the Act, section 87M.

**23J Redaction of documents and information given with termination notices**

Before giving a document or information under this part, a landlord may redact—

- (a) for a document referred to in clause 23B(a), 23C(1)(a) or (b), 23D(1)(b)(i) or (ii) or 23E(1)(b)—information other than information that must be shown or included in the document by this part, and
- (b) for a proof of purchase referred to in clause 23D(1)(b)(iii)(B)—information relating to the method of payment, and
- (c) the landlord's address, email address and phone number.

**23K Meaning of “purpose-built student accommodation”**

For the Act, section 87K(3), residential premises are **purpose-built student accommodation** if the premises—

- (a) were lawfully erected as—
  - (i) co-living housing, within the meaning of the standard instrument set out in the *Standard Instrument (Local Environmental Plans) Order 2006*, or
  - (ii) a boarding house, and
- (b) are used primarily to provide accommodation to students of educational institutions located in New South Wales.

**23L Landlords and landlords' agents must give information to Secretary**

- (1) For the Act, section 222A(2), a landlord, or the landlord's agent, must give the information in subclause (2) to the Secretary—
- (a) when a claim is made for the payment of a rental bond for the tenancy under the Act, section 163 if—
    - (i) the landlord, or an agent of the landlord, makes the claim, or
    - (ii) the claim is made jointly by the landlord, or an agent of the landlord, and the tenant, or an agent of the tenant, or
  - (b) within 14 days after the landlord is notified by the Secretary under the Act, section 164(2) of a claim for the payment of a rental bond for the tenancy made by a tenant without the consent of all the other parties to the residential tenancy agreement.
- Maximum penalty—10 penalty units.
- (2) The landlord must give the Secretary the following information—

- (a) whether a termination notice was given in relation to the residential tenancy,
- (b) if a termination notice was given—whether the landlord or a tenant gave the notice,
- (c) if the landlord gave the notice—
  - (i) the ground on which the notice was given, and
  - (ii) if the landlord gave supporting documents or information, as required by clauses 23B–23I, with the termination notice—the type of supporting documents or information.

**[8] Clause 31 Residential colleges and halls of residence in educational institutions**

Omit clause 31(3).

**[9] Clause 36B**

Insert after clause 36A—

**36B Social housing tenancy agreements and rent increases—the Act, s 12**

- (1) A social housing tenancy agreement is exempt from the operation of the Act, section 41(1A) if the increase in the rent payable is a result only of a change in the tenant’s rent rebate.
- (2) In this clause—  
*rent rebate* has the same meaning as in the Act, Part 7.

**[10] Clause 38A**

Insert after clause 38—

**38A Purpose-built student accommodation and pets—the Act, s 12**

- (1) Residential premises that are purpose-built student accommodation are exempt from the operation of the Act, Part 3, Division 8.
- (2) In this clause—  
*purpose-built student accommodation* has the same meaning as in clause 23K.

**[11] Clause 39 Times for making applications to Tribunal**

Omit “section 85 of the Act” from clause 39(4)(a).

Insert instead “the Act, section 87E, 87F, 87G, 87H, 87I, 87J, 87K, 87L or 87M”.

**[12] Clause 39(10)**

Insert after clause 39(9)—

- (10) For the Act, section 224(2)(e), an application to the Tribunal under the Act, section 111(1) for an order in relation to a dispute about a termination notice—
  - (a) may be made before or after the termination date specified in the termination notice, and
  - (b) must be made before the date that is 3 months after the termination date.

**[13] Clause 40A, heading**

Omit “for s105H of Act”.

**[14] Clause 40A**

Omit “section 105H(1) or (2) of the Act is 100 penalty units”.

Insert instead “the Act is 650 penalty units”.

**[15] Part 7, Divisions 6 and 7**

Insert after clause 59—

**Division 6 Transitional provision for Residential Tenancies  
Amendment Act 2024**

**60 Centrepay—the Act, Sch 2, cl 1**

- (1) The Act, section 35 and Schedule 2, clause 33 do not apply to a residential tenancy agreement in relation to Centrepay operated by the Commonwealth until a date specified by the Minister in a notice published in the Gazette.
- (2) For the Act, section 15(2)(c), to the extent it relates to Centrepay operated by the Commonwealth, clause 4 of the standard form of residential tenancy agreement set out in Schedule 1 does not apply to a residential tenancy agreement until the date specified by the Minister under subclause (1).

**Division 7 Transitional provision for Residential Tenancies  
Amendment Regulation 2025**

**61 Extension of particular terms of standard form of residential tenancy  
agreement**

- (1) For the Act, section 15(2)(d), the following terms of the standard form of residential tenancy agreement set out in Schedule 1 (the *Agreement*) extend to existing residential tenancy agreements from the commencement of the *Residential Tenancies Amendment Regulation 2025*—
  - (a) clause 3.4 of the Agreement,
  - (b) clause 4 of the Agreement,
  - (c) clause 5 of the Agreement,
  - (d) clause 6 of the Agreement,
  - (e) clauses 53 and 54 of the Agreement,
  - (f) clause 55 of the Agreement.
- (2) However—
  - (a) clause 6 of the Agreement does not extend to an existing fixed term tenancy agreement that—
    - (i) is for a fixed term of less than 2 years, and
    - (ii) was entered into before 13 December 2024, and
  - (b) clauses 53.2, 54.1 and 54.2 of the Agreement do not apply to a consent given by a landlord to the keeping of a pet by a tenant that was in force immediately before the commencement of the Act, Part 3, Division 8.
- (3) A term of the Agreement extended by operation of this clause replaces a substantially similar clause of an existing residential tenancy agreement.

**[16] Schedule 1 Standard Form Agreement**

Omit the matter relating to **Rent**. Insert instead—

## Rent

Rent is \$

Rent must be paid per—

- week
- fortnight
- other—*[Insert description of payment frequency]*

Day rent must be paid—

Date first rent payment is due—

**Note—** The landlord, or landlord's agent, must not require a tenant to pay more than 2 weeks rent in advance under this agreement.

Rent must be paid by—

- approved electronic bank transfer (such as direct debit, bank transfer or BPAY)
- Centrepay
- other

**Note—** The landlord, or landlord's agent, must offer the tenant the ability to pay rent by an approved electronic bank transfer method. The electronic bank transfer method must be free of charge to the tenant, other than charges ordinarily imposed by the tenant's bank. From a date notified in the Gazette by the Minister for Better Regulation and Fair Trading, the landlord, or landlord's agent, must also offer the tenant the ability to pay rent by Centrepay.

The landlord and the tenant may agree on a different payment method. The landlord must not require the tenant to use a specific service provider to pay rent.

Details of payment method—

**Note—** The landlord, or landlord's agent, must not charge a fee, or pass on a cost incurred by the landlord or landlord's agent, for the payment of rent by an approved electronic bank transfer method or by Centrepay.

### [17] Schedule 1, clause 3.4

Omit “due date.” from clause 3.3. Insert instead—

due date, and

- 3.4 that the rent payment method may only be changed by agreement between the landlord and the tenant.

### [18] Schedule 1, clause 4

Omit the clause. Insert instead—

#### 4. The landlord agrees—

- 4.1 to not require the tenant to pay more than 2 weeks rent in advance or to pay rent for a payment period before the end of the previous payment period, and
- 4.2 to offer the tenant the option to pay rent by an approved electronic bank transfer method or by Centrepay and, if chosen by the tenant, to enable payment by that method, and
- 4.3 to not charge fees or pass on costs incurred for the payment of rent by an approved electronic bank transfer method or by Centrepay, and
- 4.4 that the rent payment method may only be changed by agreement between the landlord and the tenant, and the landlord will not refuse if the tenant requests to change to an approved electronic bank transfer method or to Centrepay, and
- 4.5 to not require the tenant to pay rent by a cheque or other negotiable instrument that is post-dated, and

- 4.6 to accept payment of unpaid rent after the landlord has given a termination notice on the ground of failure to pay rent if the tenant has not vacated the residential premises, and
- 4.7 to not use rent paid by the tenant for the purpose of any amount payable by the tenant other than rent, and
- 4.8 if rent is paid by cheque—to make a rent receipt available for collection by the tenant, to post it to the residential premises or to send it by email to an email address specified in this agreement by the tenant for the service of documents of that kind, and
- 4.9 if rent is not paid by cheque and is paid in person—to give a rent receipt to the tenant, and
- 4.10 to keep a record of rent paid under this agreement and to provide a written statement showing the rent record for a specified period within 7 days of a request by the tenant, unless the landlord has previously provided a statement for the same period.

**Note—** The requirements relating to Centrepay do not apply to a residential tenancy agreement until a date notified in the Gazette by the Minister for Better Regulation and Fair Trading.

**[19] Schedule 1**

Omit the note after clause 4.

**[20] Schedule 1, clause 5**

Omit “after the end of the fixed term (if any) of this agreement or under this agreement if the agreement is for a fixed term of 2 years or more,”.

**[21] Schedule 1, clause 5, note**

Omit the note.

**[22] Schedule 1, clause 6**

Omit the clause. Insert instead—

- 6. **The landlord and the tenant agree** that the rent may not be increased more than once in any period of 12 months.

**Note—** The period of 12 months includes the time during which a previous residential tenancy agreement was in force if—

- (a) this agreement is a renewal or replacement of the previous agreement, and
- (b) the landlord and at least one tenant are the same for both agreements, and
- (c) under the previous agreement, the tenant occupied the residential premises immediately before the start of this agreement.

**[23] Schedule 1, clause 12.4.2**

Omit “on and from 23 March 2025,”.

**[24] Schedule 1**

Omit the matter relating to **ADDITIONAL TERMS** and **ADDITIONAL TERM—PETS**.

Insert instead—

**LANDLORD’S CONSENT FOR PETS**

**53. The landlord and the tenant agree—**

**53.1** the tenant may keep an animal at the residential premises with the landlord's consent, and

**Note—** The tenant does not need the landlord's consent to keep an assistance animal at the residential premises.

**53.2** an application for consent to keep an animal at the premises must be made jointly by all co-tenants using the Fair Trading approved form and the landlord must respond in writing to the application using that form, and

**53.3** the landlord may give consent to keep an animal at the premises subject to reasonable conditions, which are taken to be terms of this agreement.

**54. The landlord agrees—**

**54.1** to respond to an application from the tenant for consent to keep an animal at the residential premises within 21 days, specifying either that consent is given and any reasonable conditions of the consent or that consent is refused and the grounds for refusing, and

**54.2** if the landlord does not give a response under clause 54.1 to an application for consent to keep an animal, the landlord consents to the tenant keeping the animal at the premises without conditions, and

**54.3** to not refuse to consent to an animal being kept at the premises except on a ground set out in the *Residential Tenancies Act 2010*, section 73F, and

**54.4** to not impose an unreasonable condition on a consent to keep an animal at the premises, and

**Note—** The *Residential Tenancies Act 2010*, section 73E sets out what are reasonable and unreasonable conditions of a consent to keep an animal at the residential premises.

**54.5** if the landlord consents to the tenant keeping an animal at the premises, the consent continues while the tenant resides at the premises for the lifetime of the animal.

## **TERMINATION**

**55. The landlord and the tenant agree** to only end this agreement in accordance with the *Residential Tenancies Act 2010* and the *Residential Tenancies Regulation 2019*.

## **ADDITIONAL TERMS**

*[Additional terms may be included in this agreement if—*

*(a) both the landlord and the tenant agree to the terms, and*

*(b) the terms do not conflict with the Residential Tenancies Act 2010, the Residential Tenancies Regulation 2019 or any other Act, and*

*(c) the terms do not conflict with the standard terms of this agreement.*

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

## **ADDITIONAL TERMS—PETS**

*[Cross out these clauses if not applicable. Clauses 57–59 must only be included in this agreement if the clauses are reasonable conditions for keeping the animal at the residential premises.]*

**56. The landlord agrees** the tenant may keep the following animal at the residential premises—*[Insert description of animal]*

**57.** *[If the animal will be kept inside at the premises, and this clause is reasonable for the type of animal and the premises]* **The tenant agrees** to have the carpet professionally cleaned, or to pay the cost of having the carpet professionally cleaned, at the end of the tenancy if cleaning is required because the animal has been kept inside at the premises during the tenancy.

58. *[If the animal is a mammal and will be kept inside at the premises]* **The tenant agrees** to have the premises professionally fumigated, or to pay the cost of having the premises professionally fumigated, at the end of the tenancy if required because the animal has been kept inside at the premises during the tenancy.
59. *[If the animal is a type of animal that is not normally kept inside]* **The tenant agrees** to take reasonable steps to prevent the animal being inside at the premises.

**[25] Schedule 1, Notes, note 2**

Omit “Clauses 5 and 6 of this agreement provide for rent to be able to be increased if the agreement continues in force, with certain restrictions.”.

**[26] Schedule 1, Notes, notes 3–6**

Omit the notes. Insert instead—

**3. Ending this agreement**

This agreement may be ended by the landlord or the tenant giving written notice of termination. The tenant may give notice at any time or on certain grounds. The landlord may only give notice on certain grounds. The *Residential Tenancies Act 2010* sets out the grounds on which the landlord and the tenant may end this agreement. The grounds for the landlord ending this agreement include breach of this agreement by the tenant, sale of the residential premises requiring vacant possession, proposed sale of the residential premises, significant renovations or repairs to the residential premises, demolition of the residential premises, the residential premises ceasing to be used as rented residential premises or the landlord or the landlord’s family moving into the residential premises. The grounds for the tenant ending this agreement include breach by the landlord of information disclosure provisions under the Act, section 26, breach of this agreement by the landlord or the tenant being in circumstances of domestic violence. Further grounds are set out in the Act, Parts 5 and 7.

**4. Notice for ending fixed term agreement**

If this agreement is a fixed term agreement, the tenant must give at least 14 days notice to end the agreement. Generally, the landlord must give at least 90 days notice, or at least 60 days notice if the agreement is for a fixed term of 6 months or less. However, the notice period is different for certain grounds for termination.

**5. Notice for ending periodic agreement**

If this agreement is a periodic agreement, the tenant must give at least 21 days notice to end the agreement. Generally, the landlord must give at least 90 days notice. However, the notice period is different for certain grounds for termination.

**6. Warning**

It is an offence for a person to obtain possession of the residential premises without an order of the Civil and Administrative Tribunal or a judgment or order of a court if the tenant does not willingly move out. A court can order fines and compensation be paid for such an offence. It is an offence for the landlord, or landlord’s agent, to give a termination notice on a ground that is not genuine, to provide false or misleading supporting documents or information with a termination notice or, if an exclusion period applies, to enter into a new residential tenancy agreement for the residential premises during the exclusion period.

**[27] Schedule 4 Penalty notice offences**

Omit “Section 23” from the table. Insert instead “Section 23(1) and (2)”.

**[28] Schedule 4, table**

Omit the matter relating to section 35(1) and (2). Insert instead—

Section 35(2), (3) and (4)	\$1,100
Section 35(5)	\$220

**[29] Schedule 4, table**

Omit the matter relating to section 42(3).

**[30] Schedule 4, table**

Insert in appropriate order—

Section 73H	\$440
Section 85(2)—	
(a) for an individual	\$2,200
(b) otherwise	\$14,300
Section 86(1)—	
(a) for an individual	\$5,500
(b) otherwise	\$35,750
Section 87(1)—	
(a) for an individual	\$5,500
(b) otherwise	\$35,750
Section 87(2)—	
(a) for an individual	\$2,200
(b) otherwise	\$14,300

**[31] Schedule 4, table**

Insert at the end of the table—

<b>Offences under this regulation</b>	
Clause 23L(1)	\$110