

Residential Tenancies Regulation 2010

[2010-664]



New South Wales

Status Information

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Provisions in force

The provisions displayed in this version of the legislation have all commenced.

Notes—

- **Does not include amendments by**
 - [Swimming Pools Amendment Act 2012 No 77](#), Sch 2.3 (not commenced — to commence on 29.4.2014)
 - [Residential \(Land Lease\) Communities Act 2013 No 97](#) (not commenced)
 - [Residential Tenancies Amendment Regulation 2014 \(230\)](#) (LW 17.4.2014) (not commenced — to commence on 29.4.2014)

Authorisation

This version of the legislation is compiled and maintained in a database of legislation by the Parliamentary Counsel's Office and published on the NSW legislation website, and is certified as the form of that legislation that is correct under section 45C of the [Interpretation Act 1987](#).

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New South Wales

Contents

Part 1 Preliminary	4
1 Name of Regulation	4
2 Commencement	4
3 Definitions	4
Part 2 Residential tenancy agreements	4
4 Standard form of residential tenancy agreements: s 15 of Act.....	4
5 Prohibited terms: s 19 (1) of Act.....	5
6 Condition reports: s 29 (6) of Act.....	5
Part 3 Rights and obligations of landlords and tenants	5
7 Disclosure of information to tenants generally: s 26 (1) of Act.....	5
8 Rebates may be repaid to social housing provider: s 32 (c) of Act	6
9 Payment by social housing tenant of shared facility charges: s 38 (1) (e) of Act.....	6
10 Charges payable by social housing tenant for retirement village services: s 38 (1) (e) of Act	6
11 Water efficiency measures required for payment of usage charges by tenants: s 39 (1) (b) of Act ..	6
12 Additional charges payable by landlord: s 40 (1) (h) of Act.....	7
Part 4 Exemptions	7
13 (Repealed)	7
14 Refuge or crisis accommodation.....	7
15 Equity purchase agreements.....	7
16 Heritage properties.....	7
17 St Patrick's Estate, Manly	8

18 Trial residential park agreements	9
19 Life tenancies	10
20 Residential colleges and halls of residence in educational institutions.....	10
21 Condition reports from preceding agreement may be used again.....	11
Part 5 Enforcement	11
22 Times for making applications to Tribunal: ss 44 (2), 83 (2) (a), 98 (4), 115 (3), 125 (3), 134 (3), 141 (2), 175 (3) and 190 (1) of Act	11
23 Monetary limit of jurisdiction of Tribunal: s 187 (4) (a) of Act.....	12
24 Penalty notice offences and penalties: s 203 of Act	12
Part 6 Miscellaneous	13
25 Interest payable on rental bonds: s 173 of Act	13
Schedule 1 Standard Form Agreement	13
Schedule 2 Condition report	24
Schedule 3 Penalty notice offences	35

Residential Tenancies Regulation 2010



New South Wales

Part 1 Preliminary

1 Name of Regulation

This Regulation is the *Residential Tenancies Regulation 2010*.

2 Commencement

This Regulation commences on 31 January 2011 and is required to be published on the NSW legislation website.

3 Definitions

(1) In this Regulation:

council means a council within the meaning of the *Local Government Act 1993*.

public authority means a public authority constituted by or under an Act, and includes:

- (a) a government department, and
- (b) a statutory body representing the Crown, a State owned corporation within the meaning of the *State Owned Corporations Act 1989* or a subsidiary (within the meaning of that Act),

but does not include a council.

the Act means the *Residential Tenancies Act 2010*.

(2) Notes included in this Regulation (other than in Schedules 1 and 2) do not form part of this Regulation.

Part 2 Residential tenancy agreements

4 Standard form of residential tenancy agreements: s 15 of Act

(1) The standard form of residential tenancy agreement is the form set out in Schedule 1.

- (2) The standard form of residential tenancy agreement set out in Schedule 1, when used for a residential tenancy agreement having a fixed term of more than 3 years, must be annexed to the 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 (subject to the Act) apply to a residential tenancy agreement entered into before the commencement of the amendment.

5 Prohibited terms: s 19 (1) of Act

A residential tenancy agreement must not contain a term having the effect that the tenant must use the services of a specified person or business to carry out any of the tenant's obligations under the agreement.

6 Condition reports: s 29 (6) of Act

A condition report is to be in the form set out in Schedule 2.

Part 3 Rights and obligations of landlords and tenants

7 Disclosure of information to tenants generally: s 26 (1) of Act

For the purposes of section 26 (1) of the Act, the following are prescribed as material facts that must not be knowingly concealed by a landlord or landlord's agent to induce a tenant to enter into a residential tenancy agreement:

- (a) the residential premises have been subject to flooding or bush fire in the preceding 5 years,
- (b) the residential premises are subject to significant health or safety risks that are not apparent to a reasonable person on inspection of the premises,

Note—

Disclosure under this provision does not affect the legal obligations of the landlord with respect to the residential premises.

- (c) the residential premises have been the scene of a serious violent crime within the preceding 5 years,
- (d) council waste services will be provided to the tenant on a different basis than is generally applicable to residential premises within the area of the council,
- (e) that because of the zoning of the land, or other laws applying to development on the land, the tenant will not be able to obtain a residential parking permit (in an area where only paid parking is provided),
- (f) the existence of a driveway or walkway on the residential premises which other

persons are legally entitled to share with the tenant.

8 Rebates may be repaid to social housing provider: s 32 (c) of Act

If a landlord and a tenant under a social housing tenancy agreement enter into an agreement requiring the tenant to pay to the landlord the whole or part of any renewable energy rebate for the supply of electricity that is payable to the tenant as a result of the installation by or on behalf of the landlord of solar hot water panels, any such payment is prescribed for the purposes of section 32 of the Act.

9 Payment by social housing tenant of shared facility charges: s 38 (1) (e) of Act

A tenant under a social housing tenancy agreement who uses a communal kitchen or other communal facilities under the agreement must pay to the landlord the following utility charges:

- (a) reasonable charges for electricity and gas consumed by the tenant in using those facilities,
- (b) reasonable charges for cleaning those facilities.

10 Charges payable by social housing tenant for retirement village services: s 38 (1) (e) of Act

- (1) This clause applies to a tenant under a social housing tenancy agreement for residential premises that would, but for the fact that the landlord is the NSW Aboriginal Housing Office or the New South Wales Land and Housing Corporation, be a retirement village within the meaning of the [Retirement Villages Act 1999](#).
- (2) The tenant must pay to the landlord any charges for optional services (within the meaning of the [Retirement Villages Act 1999](#)) that the tenant agrees are to be provided by or on behalf of the retirement village operator.

11 Water efficiency measures required for payment of usage charges by tenants: s 39 (1) (b) of Act

The prescribed water efficiency measures that residential premises are required to contain before a tenant can be required to pay water usage charges for the premises are as follows:

- (a) all showerheads on the premises must have a maximum flow rate of 9 litres per minute,
- (b) all internal cold water taps and single mixer taps for kitchen sinks or bathroom hand basins on the premises must have a maximum flow rate of 9 litres per minute,
- (c) there must be no leaking taps on the premises at the commencement of the residential tenancy agreement or when the water efficiency measures are installed, whichever is the later.

Note—

Taps and showerheads having a maximum flow rate of 9 litres per minute have a 3 star water efficiency rating.

12 Additional charges payable by landlord: s 40 (1) (h) of Act

A landlord must pay any charges for the availability of a gas supply to the residential premises if:

- (a) the premises do not have any appliances, supplied by the landlord, for which gas is required, and
- (b) the tenant does not use gas supplied to the premises for any purpose.

Part 4 Exemptions

13 (Repealed)

14 Refuge or crisis accommodation

- (1) An agreement under which a person resides in refuge or crisis accommodation provided by a public authority, a council or another body or organisation that is wholly or partly funded by the Commonwealth or the State, or an agency of the Commonwealth or the State, is exempted from the operation of the Act.
- (2) This clause does not apply if the parties to the agreement agree in writing that the agreement is not to be exempted from the operation of the Act.

15 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.

16 Heritage properties

- (1) Residential premises that comprise, or are part of, a heritage item are exempted from the operation of the Act if the landlord is the Crown, a public authority or a council.
- (2) This clause does not apply if the parties to the agreement agree in writing that the

residential premises are not to be exempted from the operation of the Act.

(3) In this clause:

heritage item means:

- (a) premises that are listed on the State Heritage Register kept under the [Heritage Act 1977](#), or
- (b) premises that are the subject of an interim heritage order or heritage agreement under that Act, or
- (c) premises that are identified as items of State or local heritage significance under an environmental planning instrument, or
- (d) premises that are vested in, or controlled or managed by, the Historic Houses Trust of New South Wales.

17 St Patrick's Estate, Manly

(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 less 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 less 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 less 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 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,
 - (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,
 - (m) Lots 1-7, DP 861974,
 - (n) Lot 2, DP 544297,
 - (o) Lot 1556, DP 752038,
 - (p) whole of the lands contained on Certificate of Title Volume 11531 Folio 17.
- (5) Subclauses (1) and (2) (other than subclause (1) (c)) also extend to residential tenancy agreements for land to which this clause applies if the agreements were exempted from the operation of the *Residential Tenancies Act 1987* immediately before the repeal of that Act.

18 Trial residential park agreements

Residential premises that are premises to which the *Residential Parks Act 1998* would apply but for the operation of clause 4 of the *Residential Parks Regulation 2006* are

exempted from the operation of the Act.

19 Life tenancies

- (1) Residential premises that are subject to a life tenancy are exempted from the operation of the Act.
- (2) This clause does not apply to residential premises occupied by a sub-tenant of a life tenant.
- (3) In this clause:

life tenancy means a legal or equitable right of a person to occupy residential premises as a tenant for life.

20 Residential colleges and halls of residence in educational institutions

- (1) Residential premises used, or intended for use, principally as a residential college or hall of residence for students of an educational institution are exempted from the operation of the Act if:
 - (a) they are located within the institution, or
 - (b) they are owned by the institution, or
 - (c) they are provided for that use by a person or body that provides the premises under a written agreement with the institution to provide accommodation to students of the institution.
- (2) Despite subclause (1), any part of residential premises referred to in that subclause is not exempt from the operation of the Act if:
 - (a) the landlord and tenant agree in writing that the part of the residential premises is to be subject to the Act, or
 - (b) allocations for the part of the residential premises have been applied for, or provided, under the [National Rental Affordability Scheme Act 2008](#) of the Commonwealth.
- (3) Subclause (2) (b) ceases to apply to a part of residential premises for which an application for allocations has been made if the application is withdrawn or is unsuccessful.
- (4) In this clause:

educational institution means premises used for education, being:

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

an Act.

21 Condition reports from preceding agreement may be used again

A landlord and a tenant are exempted from the operation of section 29 (1)-(3) of the Act if:

- (a) the landlord and tenant enter into a new residential tenancy agreement for residential premises already occupied by the tenant under a previous residential tenancy agreement, and
- (b) the landlord and tenant agree that a previous condition report for the residential premises is to apply for the purposes of the tenancy created by the new residential tenancy agreement.

Part 5 Enforcement

22 Times for making applications to Tribunal: ss 44 (2), 83 (2) (a), 98 (4), 115 (3), 125 (3), 134 (3), 141 (2), 175 (3) and 190 (1) of Act

- (1) For the purposes of section 44 (2) of the Act, the prescribed period for making an application for an order that a rent increase is excessive is within 30 days after notice of the increase is given.
- (2) For the purposes of section 83 (2) (a) of the Act, the prescribed period for the making of an application by a landlord for a termination order is within 30 days after the termination date specified in the relevant termination notice.
- (3) For the purposes of section 98 (4) of the Act, the prescribed period for the making of an application by a landlord for the revocation of a termination notice is within 7 days after being served with the termination notice.
- (4) For the purposes of section 115 (3) of the Act, the prescribed period for the making of an application by a tenant for a declaration that a termination notice has no effect on the ground that it is a retaliatory notice is:
 - (a) within 30 days after being served with the termination notice, if the termination notice was given under section 85 of the Act, or
 - (b) within 14 days in any other case.
- (5) For the purposes of section 125 (3) of the Act, the prescribed period for making an application for a tenancy is within 30 days after the applicant was given notice of proceedings for the recovery of possession of the residential premises.
- (6) For the purposes of section 134 (3) of the Act, the prescribed period for making an application for an order:
 - (a) under section 134 (1) (a) of the Act is within 30 days after the applicant becomes

aware that goods have been disposed of otherwise than in accordance with the Act, or

- (b) under section 134 (1) (b) of the Act is within 30 days after the applicant becomes aware that goods have been damaged, or
- (c) under section 134 (1) (c) of the Act is within 3 months after the applicant becomes aware that the goods are in the possession of the landlord or landlord's agent, or
- (d) under section 134 (1) (d) of the Act is within 6 months after the residential tenancy agreement is terminated.

- (7) For the purposes of section 141 (2) of the Act, the prescribed period for the making of an application by a tenant under a social housing tenancy agreement or proposed agreement that rent is excessive is within 30 days after the cancellation of the rent rebate takes effect.
- (8) For the purposes of section 175 (3) of the Act, the prescribed period for making an application for an order as to the payment of the amount of a rental bond is within 6 months after the bond is paid.
- (9) For the purposes of section 190 (1) of the Act, the prescribed period for making an application for an order in relation to a breach of a residential tenancy agreement or proposed agreement is within 3 months after the applicant becomes aware of the breach.

23 Monetary limit of jurisdiction of Tribunal: s 187 (4) (a) of Act

The amount prescribed for the purposes of section 187 (4) (a) of the Act is:

- (a) if the order is with respect to a rental bond, \$30,000, or
- (b) in any other case, \$15,000.

24 Penalty notice offences and penalties: s 203 of Act

- (1) For the purposes of section 203 of the Act:
 - (a) each offence created by a provision specified in Column 1 of Schedule 3 is an offence for which a penalty notice may be served, and
 - (b) the penalty prescribed for each such offence is the amount specified opposite the provision in Column 2 of the Schedule.
- (2) If the reference to a provision in Column 1 of Schedule 3 is qualified by words that restrict its operation to specified kinds of offences, an offence created by the provision is a prescribed offence only if it is an offence of a kind so specified or committed in the circumstances so specified.

payment reference: _____, or

(c) as follows:

Note—

The landlord or landlord’s agent must permit the tenant to pay the rent by at least one means for which the tenant does not incur a cost (other than bank or other account fees usually payable for the tenant’s transactions) (see clause 4.1) and that is reasonably available to the tenant.

Rental bond [~~cross out if there is not going to be a bond~~]

A rental bond of \$ _____ must be paid by the tenant on signing this agreement. The amount of the rental bond must not be more than 4 weeks rent.

Important information

Maximum number of occupants

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

Urgent repairs

Nominated tradespeople for urgent repairs:

Electrical repairs: _____ Telephone _____

Plumbing repairs: _____ Telephone _____

Other repairs: _____ Telephone _____

Water usage

Will the tenant be required to pay separately for water usage? Yes No

If yes, see clauses 11 and 12.

Strata by-laws

Are there any strata or community scheme by-laws applicable to the residential premises?

Yes No

If yes, see clause 35.

Condition report

A condition report relating to the condition of the premises must be completed by or on behalf of the landlord before or when this agreement is signed.

Tenancy laws

The [Residential Tenancies Act 2010](#) and the [Residential Tenancies Regulation 2010](#) apply to this agreement. Both the landlord and the tenant must comply with these laws.

RIGHT TO OCCUPY THE PREMISES

1. The landlord agrees that the tenant has the right to occupy the residential premises during the tenancy. The residential premises include the additional things (if any) noted under “**Residential premises**”.

COPY OF AGREEMENT

2. The landlord agrees to give the tenant:

2.1 a copy of this agreement before or when this agreement is signed and given by the tenant to the landlord or a person on the landlord’s behalf, and

2.2 a copy of this agreement signed by both the landlord and the tenant as soon as is reasonably practicable.

RENT

3. The tenant agrees:

- 3.1** to pay rent on time, and
- 3.2** to reimburse the landlord for the cost of replacing rent deposit books or rent cards lost by the tenant, and
- 3.3** to reimburse the landlord for the amount of any fees paid by the landlord to a bank or other authorised deposit-taking institution as a result of funds of the tenant not being available for rent payment on the due date.

4. The landlord agrees:

- 4.1** to provide the tenant with at least one means to pay rent for which the tenant does not incur a cost (other than bank fees or other account fees usually payable for the tenant's transactions) and that is reasonably available to the tenant, and
- 4.2** not to require the tenant to pay more than 2 weeks rent in advance or to pay rent for a period of the tenancy before the end of the previous period for which rent has been paid, and
- 4.3** not to require the tenant to pay rent by a cheque or other negotiable instrument that is post-dated, and
- 4.4** 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
- 4.5** not to use rent paid by the tenant for the purpose of any amount payable by the tenant other than rent, and
- 4.6** to give a rent receipt to the tenant if rent is paid in person (other than by cheque) and to make a rent receipt available for collection by the tenant or to post it to the residential premises if rent is paid by cheque, and
- 4.7** 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 landlord and tenant may, by agreement, change the manner in which rent is payable under this agreement.

RENT INCREASES

- 5. The landlord and the tenant agree** that the rent cannot be increased after the end of the fixed term (if any) of this agreement or under this agreement unless the landlord gives not less than 60 days written notice of the increase to the tenant. The notice must specify the increased rent and the day from which it is payable.

Note—

Section 42 of the [Residential Tenancies Act 2010](#) sets out the circumstances in which rent may be increased during the fixed term of a residential tenancy agreement. An additional term for this purpose may be included in the agreement.

6. The landlord and the tenant agree:

- 6.1** that the increased rent is payable from the day specified in the notice, and
- 6.2** that the landlord may cancel or reduce the rent increase by a later notice that takes effect on the same day as the original notice, and
- 6.3** that increased rent under this agreement is not payable unless the rent is increased in accordance with this agreement and the [Residential Tenancies Act 2010](#) or by the Civil and Administrative Tribunal.

RENT REDUCTIONS

- 7. The landlord and the tenant agree** that the rent abates if the residential premises:
- 7.1** are destroyed, or become wholly or partly uninhabitable, otherwise than as a result of a breach of this agreement, or
 - 7.2** cease to be lawfully usable as a residence, or
 - 7.3** are compulsorily appropriated or acquired by an authority.
- 8.** The landlord and the tenant may, at any time during this agreement, agree to reduce the rent payable.

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

- 9. The landlord agrees** to pay:
- 9.1** rates, taxes or charges payable under any Act (other than charges payable by the tenant under this agreement), and
 - 9.2** the installation costs and charges for initial connection to the residential premises of an electricity, water, gas, bottled gas or oil supply service, and
 - 9.3** all charges for the supply of electricity, gas (except bottled gas) or oil to the tenant at the residential premises that are not separately metered, and
 - 9.4** the costs and charges for the supply or hire of gas bottles for the supply of bottled gas at the commencement of the tenancy, and
 - 9.5** all charges (other than water usage charges) in connection with a water supply service to separately metered residential premises, and
 - 9.6** all charges in connection with a water supply service to residential premises that are not separately metered, and
 - 9.7** all charges for the supply of sewerage services (other than for pump out septic services) or the supply or use of drainage services to the residential premises, and
 - 9.8** all charges for the availability of gas to the residential premises if the premises do not have any appliances, supplied by the landlord, for which gas is required and the tenant does not use gas supplied to the premises for any purpose.
- 10. The tenant agrees** to pay:
- 10.1** all charges for the supply of electricity, gas (except bottled gas) or oil to the tenant at the residential premises if the premises are separately metered, and
 - 10.2** all charges for the supply of bottled gas to the tenant at the residential premises, and
 - 10.3** all charges for pumping out a septic system used for the residential premises, and
 - 10.4** any excess garbage charges relating to the tenant's use of the residential premises, and
 - 10.5** water usage charges, if the landlord has installed water efficiency measures referred to in clause 11 and the residential premises:
 - 10.5.1** are separately metered, or
 - 10.5.2** are not connected to a water supply service and water is delivered by vehicle.
- 11. The landlord agrees** that the tenant is not required to pay water usage charges unless:

11.1 the landlord gives the tenant a copy of the part of the water supply authority's bill setting out the charges, or other evidence of the cost of water used by the tenant, and

11.2 the landlord gives the tenant at least 21 days to pay the charges, and

11.3 the landlord requests payment of the charges by the tenant not later than 3 months after the issue of the bill for the charges by the water supply authority, and

11.4 the residential premises have the following water efficiency measures:

11.4.1 all internal cold water taps and single mixer taps for kitchen sinks or bathroom hand basins on the premises have a maximum flow rate of 9 litres per minute,

11.4.2 all showerheads have a maximum flow rate of 9 litres per minute,

11.4.3 there are no leaking taps at the commencement of this agreement or when the water efficiency measures are installed, whichever is the later.

12. The landlord agrees to give the tenant the benefit of, or an amount equivalent to, any rebate received by the landlord for water usage charges payable or paid by the tenant.

POSSESSION OF THE PREMISES

13. The landlord agrees:

13.1 to make sure the residential premises are vacant so the tenant can move in on the date agreed, and

13.2 to take all reasonable steps to ensure that, at the time of signing this agreement, there is no legal reason why the premises cannot be used as a residence for the term of this agreement.

TENANT'S RIGHT TO QUIET ENJOYMENT

14. The landlord agrees:

14.1 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 (such as a head landlord), and

14.2 that the landlord or the landlord's agent will not interfere with, or cause or permit any interference with, the reasonable peace, comfort or privacy of the tenant in using the residential premises, and

14.3 that the landlord or the landlord's agent will take all reasonable steps to ensure that the landlord's other neighbouring tenants do not interfere with the reasonable peace, comfort or privacy of the tenant in using the residential premises.

USE OF THE PREMISES BY TENANT

15. The tenant agrees:

15.1 not to use the residential premises, or cause or permit the premises to be used, for any illegal purpose, and

15.2 not to cause or permit a nuisance, and

15.3 not to interfere, or cause or permit interference, with the reasonable peace, comfort or privacy of neighbours, and

15.4 not to intentionally or negligently cause or permit any damage to the residential premises, and

15.5 not to cause or permit more people to reside in the residential premises than is permitted by this agreement.

16. The tenant agrees:

- 16.1** to keep the residential premises reasonably clean, and
- 16.2** to notify the landlord as soon as practicable of any damage to the residential premises, and
- 16.3** that the tenant is responsible to the landlord for any act or omission by a person who is lawfully on the residential premises if the person is only permitted on the premises with the tenant's consent and the act or omission would be in breach of this agreement if done or omitted by the tenant, and
- 16.4** that it is the tenant's responsibility to replace light globes and batteries for smoke detectors on the residential premises.

17. The tenant agrees, when this agreement ends and before giving vacant possession of the premises to the landlord:

- 17.1** to remove all the tenant's goods from the residential premises, and
- 17.2** to leave the residential premises as nearly as possible in the same condition, fair wear and tear excepted, as at the commencement of the tenancy, and
- 17.3** to leave the residential premises reasonably clean, having regard to their condition at the commencement of the tenancy, and
- 17.4** to remove or arrange for the removal of all rubbish from the residential premises, and
- 17.5** to make sure that all light fittings on the premises have working globes, and
- 17.6** to return to the landlord all keys, and other opening devices or similar devices, provided by the landlord.

LANDLORD'S GENERAL OBLIGATIONS FOR RESIDENTIAL PREMISES

18. The landlord agrees:

- 18.1** to make sure that the residential premises are reasonably clean and fit to live in, and
- 18.2** to make sure that all light fittings on the residential premises have working light globes on the commencement of the tenancy, and
- 18.3** to keep the residential premises in a reasonable state of repair, considering the age of, the rent paid for and the prospective life of the premises, and
- 18.4** not to interfere with the supply of gas, electricity, water, telecommunications or other services to the residential premises (unless the interference is necessary to avoid danger to any person or enable maintenance or repairs to be carried out), and
- 18.5** to comply with all statutory obligations relating to the health or safety of the residential premises.

URGENT REPAIRS

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

- 19.1** the damage was not caused as a result of a breach of this agreement by the tenant, and
- 19.2** the tenant gives or makes a reasonable attempt to give the landlord notice of the damage, and
- 19.3** the tenant gives the landlord a reasonable opportunity to make the repairs, and
- 19.4** the tenant makes a reasonable attempt to have any appropriate tradesperson named in this agreement

make the repairs, and

19.5 the repairs are carried out, where appropriate, by licensed or properly qualified persons, and

19.6 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.

Note—

The type of repairs that are **urgent repairs** are defined in the *Residential Tenancies Act 2010* and are defined as follows:

- (a) a burst water service,
- (b) an appliance, fitting or fixture that uses water or is used to supply water that is broken or not functioning properly, so that a substantial amount of water is wasted,
- (c) a blocked or broken lavatory system,
- (d) a serious roof leak,
- (e) a gas leak,
- (f) a dangerous electrical fault,
- (g) flooding or serious flood damage,
- (h) serious storm or fire damage,
- (i) a failure or breakdown of the gas, electricity or water supply to the premises,
- (j) a failure or breakdown of any essential service on the residential premises for hot water, cooking, heating, cooling or laundering,
- (k) any fault or damage that causes the premises to be unsafe or insecure.

SALE OF THE PREMISES

20. The landlord agrees:

20.1 to give the tenant written notice that the landlord intends to sell the residential premises, at least 14 days before the premises are made available for inspection by potential purchasers, and

20.2 to make all reasonable efforts to agree with the tenant as to the days and times when the residential premises are to be available for inspection by potential purchasers.

21. The tenant agrees not to unreasonably refuse to agree to days and times when the residential premises are to be available for inspection by potential purchasers.

22. The landlord and tenant agree:

22.1 that the tenant is not required to agree to the residential premises being available for inspection more than twice in a period of a week, and

22.2 that, if they fail to agree, the landlord may show the residential premises to potential purchasers not more than twice in any period of a week and must give the tenant at least 48 hours notice each time.

LANDLORD'S ACCESS TO THE PREMISES

23. The landlord agrees that 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:

23.1 in an emergency (including entry for the purpose of carrying out urgent repairs),

23.2 if the Civil and Administrative Tribunal so orders,

23.3 if there is good reason for the landlord to believe the premises are abandoned,

23.4 if there is good reason for serious concern about the health of the tenant or any other person on the residential premises and a reasonable attempt has been made to obtain consent to the entry,

23.5 to inspect the premises, if the tenant is given at least 7 days written notice (no more than 4 inspections are allowed in any period of 12 months),

23.6 to carry out, or assess the need for, necessary repairs, if the tenant is given at least 2 days notice each time,

23.7 to carry out, or assess the need for, work relating to statutory health and safety obligations relating to the residential premises, if the tenant is given at least 2 days notice each time,

23.8 to show the premises to prospective tenants on a reasonable number of occasions if the tenant is given reasonable notice on each occasion (this is only allowed during the last 14 days of the agreement),

23.9 to value the property, if the tenant is given 7 days notice (not more than one valuation is allowed in any period of 12 months),

23.10 if the tenant agrees.

24. The landlord agrees that a person who enters the residential premises under clause 23.5, 23.6, 23.7, 23.8 or 23.9 of this agreement:

24.1 must not enter the premises on a Sunday or a public holiday, unless the tenant agrees, and

24.2 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, and

24.3 must, if practicable, notify the tenant of the proposed day and time of entry.

25. The landlord agrees that, 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.

26. The tenant agrees to give access to the residential premises to the landlord, the landlord's agent or any person, if they are exercising a right to enter the residential premises in accordance with this agreement.

ALTERATIONS AND ADDITIONS TO THE PREMISES

27. The tenant agrees:

27.1 not to install any fixture or renovate, alter or add to the residential premises without the landlord's written permission, and

27.2 not to remove, without the landlord's permission, any fixture attached by the tenant that was paid for by the landlord or for which the landlord gave the tenant a benefit equivalent to the cost of the fixture, and

27.3 to notify the landlord of any damage caused by removing any fixture attached by the tenant, and

27.4 to repair any damage caused by removing the fixture or compensate the landlord for the reasonable cost of repair.

28. The landlord agrees not to unreasonably refuse permission for the installation of a fixture by the tenant or to a minor alteration, addition or renovation by the tenant.

LOCKS AND SECURITY DEVICES

29. The landlord agrees:

- 29.1** to provide and maintain locks or other security devices necessary to keep the residential premises reasonably secure, and
- 29.2** to give each tenant under this agreement a copy of the key or opening device or information to open any lock or security device for the residential premises or common property to which the tenant is entitled to have access, and
- 29.3** not to charge the tenant for the cost of providing the copies except to recover the cost of replacement or additional copies, and
- 29.4** not to alter, remove or add any lock or other security device without reasonable excuse (which includes an emergency, an order of the Civil and Administrative Tribunal, termination of a co-tenancy or an apprehended violence order prohibiting a tenant or occupant from having access) or unless the tenant agrees, and
- 29.5** to give each tenant under this agreement a copy of any key or other opening device or information to open any lock or security device that the landlord changes as soon as practicable (and no later than 7 days) after the change.

30. The tenant agrees:

- 30.1** not to alter, remove or add any lock or other security device without reasonable excuse (which includes an emergency, an order of the Civil and Administrative Tribunal, termination of a co-tenancy or an apprehended violence order prohibiting a tenant or occupant from having access) or unless the landlord agrees, and
 - 30.2** to give the landlord a copy of the key or opening device or information to open any lock or security device that the tenant changes within 7 days of the change.
- 31.** A copy of a changed key or other opening device need not be given to the other party if the other party agrees not to be given a copy or the Civil and Administrative Tribunal authorises a copy not to be given or the other party is prohibited from access to the residential premises by an apprehended violence order.

TRANSFER OF TENANCY OR SUB-LETTING BY TENANT

32. The landlord and tenant agree that:

- 32.1** the tenant may, with the landlord's written permission, transfer the tenant's tenancy under this agreement or sub-let the residential premises, and
- 32.2** the landlord may refuse permission (whether or not it is reasonable to do so) to the transfer of the whole of the tenancy or sub-letting the whole of the residential premises, and
- 32.3** the landlord must not unreasonably refuse permission to a transfer of part of a tenancy or a sub-letting of part of the residential premises, and
- 32.4** without limiting clause 32.3, the landlord may refuse permission to a transfer of part of the tenancy or to sub-letting part of the residential premises if the number of occupants would be more than is permitted under this agreement or any proposed tenant or sub-tenant is listed on a residential tenancy database or it would result in overcrowding of the residential premises.

Note—

Clauses 32.3 and 32.4 do not apply to social tenancy housing agreements.

- 33. The landlord agrees** not to charge for giving permission other than for the landlord's reasonable expenses in giving permission.

CHANGE IN DETAILS OF LANDLORD OR LANDLORD'S AGENT

34. The landlord agrees:

- 34.1 if the name and telephone number or contact details of the landlord change, to give the tenant notice in writing of the change within 14 days, and
- 34.2 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
- 34.3 if the name, telephone number 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, telephone number and business address, as appropriate, within 14 days, and
- 34.4 if the landlord or landlord's agent is a corporation and the name or business address of the corporation changes, to give the tenant notice in writing of the change within 14 days.

COPY OF CERTAIN BY-LAWS TO BE PROVIDED

[Cross out if not applicable]

- 35. 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

- 36. 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.)

RENTAL BOND

[Cross out this clause if no rental bond is payable]

- 37. The landlord agrees that where the landlord or the landlord's agent applies to the Rental Bond Board or the Civil and Administrative 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 and a copy of a completed condition report about the residential premises at the end of the residential tenancy agreement.

SMOKE ALARMS

- 38. The landlord agrees to ensure that smoke alarms are installed and maintained in the residential premises in accordance with section 146A of the [Environmental Planning and Assessment Act 1979](#) if that section requires them to be installed in the premises.
- 39. The landlord and tenant each agree not to remove or interfere with the operation of a smoke alarm installed on the residential premises unless they have a reasonable excuse to do so.

SWIMMING POOLS

[Cross out this clause if there is no swimming pool]

- 40. The landlord agrees to ensure that the requirements of the [Swimming Pools Act 1992](#) have been complied with in respect of the swimming pool on the residential premises.

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 2010](#), the [Residential Tenancies Regulation 2010](#) 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—BREAK FEE

[Cross out this clause if not applicable]

41. The tenant agrees that, if the tenant ends the residential tenancy agreement before the end of the fixed term of the agreement, the tenant must pay a break fee of the following amount:

- 41.1** if the fixed term is for 3 years or less, 6 weeks rent if less than half of the term has expired or 4 weeks rent in any other case, or
- 41.2** if the fixed term is for more than 3 years, [specify amount].

This clause does not apply if the tenant terminates the residential tenancy agreement early for a reason that is permitted under the [Residential Tenancies Act 2010](#).

Note—

Permitted reasons for early termination include destruction of residential premises, breach of the agreement by the landlord and an offer of social housing or a place in an aged care facility. Section 107 of the [Residential Tenancies Act 2010](#) regulates the rights of the landlord and tenant under this clause.

42. The landlord agrees that the compensation payable by the tenant for ending the residential tenancy agreement before the end of the fixed term is limited to the amount specified in clause 41 and any occupation fee payable under the [Residential Tenancies Act 2010](#) for goods left on the residential premises.

ADDITIONAL TERM—PETS

[Cross out this clause if not applicable]

43. The tenant agrees not to keep animals on the residential premises without obtaining the landlord's consent.

44. The landlord agrees that the tenant may keep the following animals on the residential premises:

45. The tenant agrees to have the carpet professionally cleaned or to have the residential premises fumigated if the cleaning or fumigation is required because animals have been kept on the residential premises during the tenancy.

Notes—

1. Definitions

In this agreement:

landlord means the person who grants the right to occupy residential premises under this agreement, and includes a successor in title to the residential premises whose interest is subject to that of the tenant.

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.

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 to whom such a right passes by transfer or operation of the law and a sub-tenant of the tenant.

2. Continuation of tenancy (if fixed term agreement)

Once any fixed term of this agreement ends, the agreement continues in force on the same terms as a periodic agreement unless the agreement is terminated by the landlord or the tenant in accordance with the *Residential Tenancies Act 2010* (see notes 3 and 4). Clause 5 of this agreement provides for rent to be able to be increased if the agreement continues in force.

3. Ending a fixed term agreement

If this agreement is a fixed term agreement it may be ended by the landlord or the tenant by giving written notice of termination. The notice may be given at any time up until the end of the fixed term but cannot take effect until the term ends. The landlord must give at least 30 days notice and the tenant must give at least 14 days notice.

4. Ending a periodic agreement

If this agreement is a periodic agreement it may be ended by the landlord or the tenant by giving written notice of termination. The notice may be given at any time. The landlord must give at least 90 days notice and the tenant must give at least 21 days notice.

5. Other grounds for ending agreement

The *Residential Tenancies Act 2010* also authorises the landlord and tenant to end this agreement on other grounds. The grounds for the landlord include sale of the residential premises, breach of this agreement by the tenant and hardship. The grounds for the tenant include sale of the residential premises (not revealed when this agreement was entered into), breach of this agreement by the landlord and hardship. For more information refer to that Act or contact NSW Fair Trading on 13 32 20.

6. Warning

It is an offence for any person to obtain possession of the residential premises without an order of the Civil and Administrative Tribunal if the tenant does not willingly move out. A court can order fines and compensation to be paid for such an offence.

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 an information statement published by NSW Fair Trading.

[*Signature of tenant*]:

For information about your rights and obligations as a landlord or tenant, contact:

- (a) NSW Fair Trading on 13 32 20 or www.fairtrading.nsw.gov.au, or
- (b) Law Access NSW on 1300 888 529 or www.lawaccess.nsw.gov.au, or
- (c) your local Tenants Advice and Advocacy Service at www.tenants.org.au

Schedule 2 Condition report

(Clause 6)

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. Before the tenancy begins, the landlord or the landlord's agent must inspect the residential premises and record the condition of the 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). Where necessary, comments should be included in the report. The landlord or the landlord's agent must also indicate "yes" or "no" in relation to the matters set out under the headings "Health issues" and "Communications facilities".
3. If the tenant has agreed to pay for water usage charges under the residential tenancy agreement, the landlord or landlord's agent must also indicate whether the residential premises have the required water efficiency measures.
4. Two copies of the report which have been filled out and signed by the landlord or the landlord's agent must be given to the tenant before or when the tenant signs the agreement. The landlord or landlord's agent keeps the third copy.
5. As soon as possible after the tenant signs the agreement, the tenant must inspect the residential premises and complete the tenant section of the condition report. 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 column and by making any appropriate comments on the form. The tenant may also comment on the matters under the headings "Health issues", "Communications facilities" and "Water efficiency devices".
6. The tenant must return one copy of the completed condition report to the landlord or landlord's agent **within 7 days** after receiving it and is to keep the second copy.
7. At, or as soon as practicable after, the termination of the 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. It is a requirement that a condition report be completed by the landlord and the tenant (see above). This condition report is an important record of the condition of the residential premises when the tenancy begins and may be used as evidence of the state of repair or general condition of the premises at the commencement of the tenancy. 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.
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.
3. A condition report should be filled out whether or not a rental bond is paid.
4. If you do not have enough space on the report attach a separate sheet.
5. Information about the rights and responsibilities of landlords and tenants may be obtained by

ringing NSW Fair Trading on 13 32 20 or contacting www.fairtrading.nsw.gov.au before completing the condition report.

EXAMPLE

Condition of premises at start of tenancy

	Clean	Undamaged Working		Tenant agrees	Comments
ENTRANCE/HALL					
front door/screen door/ security door	Y	Y	Y	Y	
walls/picture hooks	Y	Y	Y	Y	2 picture hooks
lights/power points/ door bell	Y	Y	Y	Y	
floor coverings	N	Y		Y	carpet stain near window
ceiling/light fittings	Y	Y	Y	N	stain on ceiling
skirting boards	Y	Y	Y	Y	

CONDITION REPORT

Condition of premises at start of tenancy

Condition of premises at end of tenancy

	Condition of premises at start of tenancy			Condition of premises at end of tenancy		
	Clean	Undamaged Working	Tenant agrees	Clean	Undamaged Working	Tenant agrees
ENTRANCE/ HALL						
front door/ screen door/ security door						
walls/picture hooks						
doorway frames						
windows/ screens/ window safety devices						
ceiling/light fittings						
blinds/ curtains						

lights/ power
points/ door
bell

skirting boards

floor coverings

other

LOUNGE ROOM

walls/picture
hooks

doors/ doorway
frames

windows/
screens/
window safety
devices

ceiling/light
fittings

blinds/ curtains

lights/ power
points

skirting boards

floor coverings

other

DINING ROOM

walls/picture
hooks

doors/ doorway
frames

windows/
screens/
window safety
devices

ceiling/light
fittings

blinds/ curtains

lights/ power
points

skirting boards

floor coverings

other

KITCHEN

walls/picture
hooks

doors/ doorway
frames

windows/
screens/
window safety
devices

ceiling/light
fittings

blinds/ curtains

lights/ power
points

skirting boards

floor coverings

cupboards/
drawers

bench tops/
tiling

sink/taps/
disposal unit

stove top/hot
plates

oven/griller

exhaust fan/
range hood

dishwasher

other

BEDROOM 1

walls/picture
hooks

built-in
wardrobe/
shelves

doors/ doorway
frames

windows/
screens/
window safety
devices

ceiling/light
fittings

blinds/ curtains

lights/ power
points

skirting boards

floor coverings

other

ENSUITE

walls/ tiles

floor tiles/floor
coverings

doors/ doorway
frame

windows/
screens/
window safety
devices

ceiling/light
fittings

blinds/ curtains

lights/ power
points

bath/taps

shower/ screen/
taps

wash basin/taps

mirror/ cabinet/
vanity

towel rails

toilet/ cistern/
seat

toilet roll holder

heating/
exhaust fan/
vent

other

BEDROOM 2

walls/ picture
hooks

built-in
wardrobe/
shelves

doors/ doorway
frames

windows/
screens/
window safety
devices

ceiling/light
fittings

blinds/ curtains

lights/ power
points

skirting boards

floor coverings

other

BEDROOM 3

walls/picture
hooks

built-in
wardrobe/
shelves

doors/ doorway
frames

windows/
screens/
window safety
devices

ceiling/ light
fittings

blinds/ curtains

lights/ power
points

skirting boards

floor coverings

other

BATHROOM

walls/ tiles

floor tiles/floor
coverings

doors/ doorway
frames

windows/
screens/
window safety
devices

ceiling/light
fittings

blinds/ curtains

lights/ power
points

bath/taps

shower/ screen/
taps

wash basin/taps

mirror/ cabinet/
vanity

towel rails

toilet/cistern/
seat

toilet roll holder

heating/
exhaust fan/
vent

other

LAUNDRY

walls/ tiles

floor tiles/floor
coverings

doors/ doorway
frames

windows/
screens/
window safety
devices

ceiling/light
fittings

blinds/ curtains

lights/ power
points

washing
machine/taps

exhaust fan/
vent

washing tub

dryer

other

SECURITY/
SAFETY

external door
locks

window locks

keys/other
security
devices

smoke alarms

electrical safety
switch

other

GENERAL

heating/ air
conditioning

staircase/
handrails

external
television
antenna/tv
points

balcony/ porch/
deck

swimming pool

gates/ fences

grounds/
garden

lawns/ edges

letter box/street
number

water tanks/
septic tanks

garbage bins

paving/
driveways

clothesline

garage/
carport/
storeroom

garden shed

hot water
system

gutters/
downpipe

other

HEALTH ISSUES

The landlord must indicate whether the following apply to the residential premises:

Are there any signs of mould and dampness? Yes/No

Are there any pests and vermin? Yes/No

Has any rubbish been left on the premises? Yes/No

COMMUNICATION FACILITIES

The landlord must indicate whether the following communications facilities are available:

a telephone line is connected to the residential premises—Yes/No

an internet line is connected to the residential premises—Yes/No

WATER EFFICIENCY DEVICES [*only applicable if tenant pays water usage charges for the residential premises*]

The landlord must indicate whether the following water efficiency measures are in place in the residential premises:

all showerheads have a maximum flow rate of 9 litres per minute—Yes/No

all internal cold water taps and single mixer taps in kitchen sinks or bathroom hand basins have a maximum flow rate of 9 litres per minute—Yes/No

no leaking taps on residential premises

ADDITIONAL COMMENTS ON HEALTH ISSUES, COMMUNICATION FACILITIES, WATER EFFICIENCY DEVICES

[*may be added by landlord or tenant, or both*]

WATER METER READING:

FURNITURE: (See attached list)

Landlord/agent's

Signature:

Date:

Tenant's

Signature:

Date:

APPROXIMATE DATES WHEN WORK LAST DONE ON RESIDENTIAL PREMISES

Installation of water efficiency measures:

Painting of premises (external):

Painting of premises (internal):

Flooring laid/replaced/cleaned:

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:

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 3 Penalty notice offences

(Clause 24)

Column 1	Column 2
Provision	Penalty
Offences under the Act	
Section 22	\$440
Section 23 (1)	\$220
Section 23 (2)	\$110
Section 26 (2)	\$440
Section 26 (4)	\$220
Section 28	\$220
Section 32	\$220
Section 36	\$110
Section 159 (4)	\$440
Section 160 (1)	\$220
Section 161 (1)	\$220
Section 162 (5)	\$550