

Residential Tenancies Regulation 2019

[2019-629]



New South Wales

Status Information

Currency of version

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Legislation on this site is usually updated within 3 working days after a change to the legislation.

Provisions in force

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

Notes—

- **See also**

Community Land Development Bill 2020

Community Land Management Bill 2020

- **Staged repeal status**

This legislation is currently due to be automatically repealed under the [Subordinate Legislation Act 1989](#) on 1 September 2025

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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Residential Tenancies Regulation 2019



New South Wales

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Residential Tenancies Regulation 2019



New South Wales

Part 1 Preliminary

1 Name of Regulation

This Regulation is the *Residential Tenancies Regulation 2019*.

2 Commencement

This Regulation commences on 23 March 2020 and is required to be published on the NSW legislation website.

3 Definitions

(1) In this Regulation—

authorised electrician means a person who is authorised under the *Home Building Act 1989* to do electrical wiring work.

business day means a day that is not—

- (a) a Saturday or Sunday, or
- (b) a public holiday, special holiday or bank holiday in the place in which a relevant act is to be done or may be done.

council has the same meaning as in the *Local Government Act 1993*.

heritage item means premises, or part of premises, that are—

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

LFAI Register means the register of residential premises that contain or have

contained loose-fill asbestos insulation that is required to be maintained under Division 1A of Part 8 of the [Home Building Act 1989](#).

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, and
- (c) 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.

retirement village has the same meaning as in the [Retirement Villages Act 1999](#).

strata scheme has the same meaning as in the [Strata Schemes Management Act 2015](#).

the Act means the [Residential Tenancies Act 2010](#).

Note—

The Act and the [Interpretation Act 1987](#) contain definitions and other provisions that affect the interpretation and application of this Regulation.

- (2) Notes included in this Regulation (other than in Schedules 1, 2 and 3) 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.

Note—

See clause 50 for clauses of the residential tenancy agreement set out in Schedule 1 that apply for the purposes of section 15(2)(d) of the Act.

5 Prohibited terms—s 19(1) of Act

For the purposes of section 19(1) of the Act, a residential tenancy agreement must not contain any of the following terms—

- (a) 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,
- (b) if there is no restriction on the landlord to use a specific utility provider—a term which requires a tenant to use a specific utility provider.

6 Long term leases—s 20(2)(e) of Act

For the purposes of section 20(2)(e) of the Act, the terms under sections 54, 54A and 64A of the Act are prescribed.

7 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

8 Disclosure of information to tenants generally—s 26(1) of Act

(1) For the purposes of section 26(1) of the Act, the following material facts are prescribed—

- (a) the residential premises have been subject to flooding from a natural weather event or bush fire within the last 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 are listed on the LFAI Register,
- (d) the residential premises have been the scene of a serious violent crime within the last 5 years,
- (e) the residential premises have been used for the purposes of the manufacture or cultivation of any prohibited drug or prohibited plant within the meaning of the [Drug Misuse and Trafficking Act 1985](#) within the last 2 years,
- (f) any council waste services that will be provided to the tenant on a different basis than is generally applicable to residential premises within the area of the council,
- (g) the tenant will not be able to obtain a residential parking permit in an area where

only paid parking is provided because of the zoning of the land or another law applying to development on the land,

- (h) the existence of a driveway or walkway on the residential premises which other persons are legally entitled to share with the tenant,
- (i) if the premises comprise or include a lot in a strata scheme—scheduled rectification work or major repairs (including replacement of roofing, guttering or fences) to be carried out to common property during the fixed term of the residential tenancy agreement,
- (j) the residential premises are part of a building in relation to which—
 - (i) a notice of intention to issue a fire safety order, or a fire safety order, has been issued requiring rectification of the building regarding external combustible cladding, or
 - (ii) a notice of intention to issue a building product rectification order, or a building product rectification order, has been issued requiring rectification of the building regarding external combustible cladding,
 - (iii) a development application or complying development certificate application has been lodged for rectification of the building regarding external combustible cladding.

(2) In this clause—

building product rectification order has the same meaning as in the [Building Products \(Safety\) Act 2017](#).

external combustible cladding has the same meaning as in the [Environmental Planning and Assessment Regulation 2000](#).

fire safety order has the same meaning as in the [Environmental Planning and Assessment Regulation 2000](#).

serious violent crime includes murder, manslaughter, sexual assault or aggravated assault.

9 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 be in a retirement village but for the fact that the landlord is—
 - (a) the Aboriginal Housing Office, or
 - (b) the New South Wales Land and Housing Corporation.

(2) The tenant must pay to the landlord any charges for optional services that the tenant agrees are to be provided by or on behalf of the operator of a retirement village.

(3) In this clause—

operator, of a retirement village, means an operator of a retirement village within the meaning of the [Retirement Villages Act 1999](#).

optional services means services that would be optional services within the meaning of the [Retirement Villages Act 1999](#) if the services were provided by an operator of a retirement village under that Act.

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

For the purposes of section 39(1)(b) of the Act, the following water efficiency measures are prescribed—

- (a) for shower heads—a maximum flow rate of 9 litres a minute,
- (b) on and from 23 March 2025, for toilets—a dual flush toilet that has a minimum 3 star rating in accordance with the WELS scheme within the meaning of the [Water Efficiency Labelling and Standards Act 2005](#) of the Commonwealth,
- (c) for internal cold water taps and single mixer taps for kitchen sinks or bathroom hand basins—a maximum flow rate of 9 litres a minute.
- (d) at the commencement of the residential tenancy agreement and whenever any other water efficiency measures are installed, repaired or upgraded, the premises are checked and any leaking taps or toilets on the premises are fixed.

Note—

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

11 Additional charges payable by landlord for gas—ss 38(1A) and 40(1)(h) of Act

- (1) For the purposes of section 38(1A) of the Act, a tenant is exempt from the operation of section 38(1)(a) of the Act, in relation to the payment of any service availability charge, however described, in relation to the supply of non-bottled gas 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 on the premises.
- (2) For the purposes of section 40(1)(h) of the Act, a landlord must pay any service availability charge, however described, in relation to the supply of non-bottled gas 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 on the premises, and
- (c) the premises are separately metered.

12 Additional charges payable by landlord in relation to installation—s 40(1)(h) of Act

- (1) For the purposes of section 40(1)(h) of the Act, a landlord must pay the costs and charges for repair, maintenance or other work carried out on the residential premises which is required to facilitate the proper installation or replacement of an electricity meter, in working order, including an advanced meter.
- (2) Despite subclause (1), the landlord is only liable to pay the costs and charges if the meter installation is required by the retailer for one of the following reasons—
 - (a) the meter is faulty,
 - (b) testing indicates the meter needs to be replaced as the meter may become faulty,
 - (c) the meter has reached the end of its life.
- (3) In this clause—

advanced meter means a meter that is a type 4 metering installation referred to in Chapter 7 of the *National Electricity Rules*.

repair, maintenance or other work includes the following—

- (a) the removal of asbestos,
- (b) the installation of fuses,
- (c) changing meter boards or isolation switches.

13 Entry to premises—smoke alarms

For the purposes of section 55(2)(c1) of the Act, the following notice is required to be given to the tenant—

- (a) if the entry is for the purposes of inspecting or assessing the need for repairs to, or replacement of, a smoke alarm—not less than 2 business days notice,
- (b) if the entry is for the purposes of carrying out repairs to, or replacement of, a smoke alarm—not less than 1 hour's notice.

14 Time to repair or replace smoke alarm

- (1) For the purposes of section 64A(2)(c) of the Act, a landlord who becomes aware that a smoke alarm is not working must, within 2 business days—

- (a) repair or replace the smoke alarm in accordance with clause 15, or
 - (b) cause the smoke alarm to be repaired or replaced in accordance with clause 15.
- (2) Subclause (1) does not apply to a landlord if the tenant notifies the landlord that the tenant will carry out the repair in accordance with clause 15.

15 Repairs to smoke alarms

- (1) For the purposes of section 64A(2)(a) and (b) of the Act—
- (a) the following circumstances are prescribed in relation to a battery-operated smoke alarm—
 - (i) the landlord, a person authorised by the landlord or a tenant may replace a removable battery in the smoke alarm,
 - (ii) the landlord or a person authorised by the landlord, other than the tenant, may replace the smoke alarm, or
 - (b) the following circumstances are prescribed in relation to a hardwired smoke alarm—
 - (i) the landlord, a person authorised by the landlord or a tenant may replace a removable back-up battery in the smoke alarm,
 - (ii) the landlord or a person authorised by the landlord, other than the tenant, must engage an authorised electrician to repair or replace the smoke alarm.
- (2) A tenant who replaces a removable battery under subclause (1)(a)(i) or a removable back-up battery under subclause (1)(b)(i) must—
- (a) notify the landlord that the tenant will replace the battery, and
 - (b) replace the battery within 2 business days of the notification, and
 - (c) notify the landlord within 24 hours of replacing the battery in the smoke alarm.
- (3) If the landlord becomes aware that the tenant has not replaced the battery or is not otherwise notified that the tenant replaced the battery in the time specified in subclause (2)(b), the landlord must replace the battery in the smoke alarm within 2 business days of becoming aware of that fact.
- (4) This clause does not limit clauses 16 and 17.
- (5) A reference in this clause to a tenant does not include a tenant of a social housing tenancy agreement.

16 Failure of landlord to fix battery-operated smoke alarm

- (1) This clause applies if—
 - (a) a tenant has notified the landlord that a battery-operated smoke alarm is not working, and
 - (b) the landlord has failed to replace a removable battery in the smoke alarm, or replace the smoke alarm, in accordance with clauses 14 and 15, and
 - (c) if the premises comprise or include a lot in a strata scheme—the tenant has not been notified that the owners corporation of the strata scheme is responsible for the maintenance of smoke alarms in the residential premises.
- (2) For the purposes of section 64A(2) of the Act, the tenant may do any thing a landlord is authorised to do under clause 15(1)(a) in relation to the smoke alarm.
- (3) The tenant must, by written notice, notify the landlord or the landlord's agent within 24 hours of the repair or replacement being carried out under this clause.
- (4) A reference in this clause to a tenant does not include a tenant of a social housing tenancy agreement.

17 Failure of landlord to repair or replace hardwired smoke alarm

- (1) This clause applies if—
 - (a) a tenant has notified the landlord that a hardwired smoke alarm is not working, and
 - (b) the landlord has failed to repair or replace the smoke alarm in accordance with clauses 14 and 15, and
 - (c) the residential premises the subject of the agreement do not comprise or include a lot in a strata scheme.
- (2) For the purposes of section 64A(2) of the Act, the tenant may repair or replace the smoke alarm, but only by engaging an authorised electrician to carry out the work.
- (3) For the purposes of section 64A(2) of the Act, the tenant may replace a removable back-up battery in the smoke alarm or organise for a person to replace a removable back-up battery in the smoke alarm.
- (4) The tenant must, by written notice, notify the landlord or the landlord's agent within 24 hours of the repair or replacement being carried out under this clause.
- (5) A reference in this clause to a tenant does not include a tenant of a social housing tenancy agreement.

18 Reimbursement for repair or replacement of smoke alarm by tenant—s 64A of Act

- (1) For the purposes of section 64A(3) of the Act, a tenant who carries out a repair to, or replacement of, a smoke alarm in accordance with clause 15, 16 or 17 is entitled to reimbursement from the landlord within 7 days after the tenant has given the landlord written notice.
- (2) The written notice specified under subclause (1) must—
 - (a) set out details of the repair or replacement the tenant has carried out and the cost of the repair or replacement, and
 - (b) be accompanied by receipts or invoices, or copies of receipts or invoices, for the repair or replacement paid for by the tenant, and
 - (c) be given to the landlord or the landlord's agent as soon as practicable after the repair or replacement was carried out.

19 Smoke alarm installation—exemption from s 66 of Act

For the purposes of section 12 of the Act, a tenant who replaces a smoke alarm in accordance with clause 15, 16 or 17 is exempt from the operation of section 66 of the Act if the smoke alarm is installed in accordance with the manufacturer's instructions.

20 Periodic repair or replacement of smoke alarms

For the purposes of section 64A(2)(a) and (c) of the Act, a landlord must do the following—

- (a) replace a smoke alarm with a new smoke alarm—
 - (i) within 10 years from the date the smoke alarm was manufactured, or
 - (ii) if an earlier time is specified by the manufacturer of the smoke alarm—in the time specified by the manufacturer,

Note—

The information specified in paragraph (a) may be found on the base of the smoke alarm or specified in the manufacturer's instructions for the smoke alarm.

- (b) install or replace a battery, other than a non-removable battery, in a smoke alarm with a battery specified or recommended by the manufacturer of the smoke alarm—
 - (i) for a removable lithium battery—in the period specified by the manufacturer of the smoke alarm in the instructions supplied with the smoke alarm, in relation to replacing a lithium battery, or
 - (ii) otherwise—annually.

21 Strata scheme—exemption from s 64A of Act

For the purposes of section 12 of the Act, section 64A of the Act does not apply to a residential tenancy agreement if—

- (a) the agreement relates to residential premises that comprise or include a lot in a strata scheme, and
- (b) the smoke alarms for the residential premises are—
 - (i) hardwired smoke alarms, or
 - (ii) battery-operated smoke alarms and the owners corporation is responsible for the repair and replacement of the smoke alarms, and
- (c) the landlord has advised the tenant, in writing, that the owners corporation of the strata scheme is responsible for the repair and replacement of smoke alarms situated in the residential premises, and

Note—

The Standard Form Agreement provides for a way the landlord may advise the tenant for the purposes of paragraph (c).

- (d) the landlord has notified the owners corporation, within 24 hours of becoming aware that a repair or replacement is needed, and
- (e) the landlord has taken reasonable steps to ensure the repair or replacement of the smoke alarm is carried out.

22 Fixtures or alterations, additions or renovations to residential premises—s 66(2A) of Act

- (1) For the purposes of section 66(2A)(a) of the Act, the following are kinds of fixtures or alterations, additions or renovations of a minor nature in relation to which it would be unreasonable for a landlord to withhold consent—
 - (a) securing furniture to a wall of premises, other than a tiled wall, if it is necessary for the safe use of the furniture,
 - (b) fitting a childproof latch to an exterior gate of a single dwelling,
 - (c) inserting fly screens on windows,
 - (d) installing or replacing an internal window covering,
 - (e) installing cleats or cord guides to secure blind or curtain cords,
 - (f) installing child safety gates inside the premises,
 - (g) installing window safety devices for child safety,

- (h) installing hand-held shower heads or lever-style taps for the purpose of assisting elderly or disabled people,
- (i) installing or replacing hooks, nails or screws for hanging paintings, picture frames and other similar items,
- (j) installing a carriage service for connecting a phone line or accessing the internet and any facility or customer equipment associated with the provision of the service,
- (k) planting vegetables, flowers, herbs or shrubs if—
 - (i) existing vegetation or plants do not need to be removed, and
 - (ii) for shrubs—the shrubs will not grow to more than 2 metres in height,
- (l) installing, on the residential premises to which the residential tenancy agreement relates, a wireless removable outdoor security camera,

Note—

The *Surveillance Devices Act 2007* regulates the installation, use and maintenance of surveillance devices.

- (m) applying shatter-resistant film to windows or glass doors,
 - (n) making a modification that does not penetrate a surface, or permanently modify a surface, fixture or the structure of the premises.
- (2) For the purposes of section 66(2A)(b) of the Act, a fixture, or alteration, addition or renovation specified in subclause (1)(h) or (j) may be conditional on the fixture only being installed, or the alteration, addition or renovation only being carried out, by a person appropriately qualified to install a fixture, or carry out alterations, additions or renovations, of that kind.
- (3) However, this clause does not apply—
- (a) to premises under a residential tenancy agreement that comprise or include a lot in a strata scheme if the fixtures or alterations, additions or renovations—
 - (i) affect common property, other than a prescribed fixture, or alteration, addition or renovation that is cosmetic work (within the meaning of section 109(2) of the *Strata Schemes Management Act 2015*), or
 - (ii) would contravene the by-laws made for the strata scheme, or
 - (b) to premises under a residential tenancy agreement that comprise or include a site in a residential community within the meaning of the *Residential (Land Lease) Communities Act 2013* if the fixtures or alterations, additions or renovations—
 - (i) affect a common area, or

- (ii) would contravene the community rules made for the community, or
 - (c) to premises listed on the LFAI Register, or
 - (d) to premises that are a heritage item.
- (4) Subclause (1)(g) does not apply in relation to premises under a residential tenancy agreement that comprise or include a lot in a strata scheme.
- (5) Subclause (1)(l) does not apply in relation to social housing premises.
- (6) In this clause—

common area has the same meaning as in the *Residential (Land Lease) Communities Act 2013*.

community rules has the same meaning as in the *Residential (Land Lease) Communities Act 2013*.

furniture includes bookcases, drawers, wardrobes, sideboards and televisions.

window covering includes curtains and removable blinds.

23 Circumstances of domestic violence—declaration by competent person—ss 105B(3) and 105C(2)(d) of Act

For the purposes of sections 105B(3) and 105C(2)(d) of the Act, a declaration by a competent person is to be in the form and contain the matters set out in Schedule 3.

Part 4 Exemptions

24 New South Wales Land and Housing Corporation and Aboriginal Housing Office not required to use online rental bond service

The New South Wales Land and Housing Corporation and the Aboriginal Housing Office are exempt from the operation of section 159(1A) of the Act.

25 Refuge or crisis accommodation

- (1) A residential tenancy agreement under which a person resides in refuge or crisis accommodation provided by a prescribed authority is exempt from the operation of the Act.
- (2) A residential tenancy agreement under which a person resides in a moveable dwelling that is in a caravan park is exempt from the operation of the Act if—
 - (a) the dwelling is owned by the owner or operator of the caravan park, and
 - (b) the person is residing in the caravan park as a result of a written referral made to the owner or operator by a prescribed authority, and

- (c) the referral specifies that accommodation in the caravan park is required as temporary refuge or temporary crisis accommodation, and
 - (d) the referral has not expired.
- (3) For the purposes of subclause (2), a referral expires at the end of 30 days (or, if extended, 60 days) after the day on which the person started to reside, as a result of the referral, in the caravan park.
- (4) A referral may be extended by written request, made by the prescribed authority to the owner or operator of the caravan park, for the owner or operator to continue providing accommodation in the caravan park to the person.
- (5) Despite subclauses (1) and (2), an exemption under this clause does not apply if the parties to the agreement agree in writing that the agreement is not to be exempt.
- (6) In this clause—

caravan park means land on which caravans (or caravans and other moveable dwellings) are installed or placed and includes a manufactured home estate within the meaning of the [Local Government Act 1993](#).

moveable dwelling has the same meaning as in the [Local Government Act 1993](#) but does not include a tent.

operator, of a caravan park, means a person who manages, controls or otherwise operates the caravan park, whether or not the person is the owner of the caravan park.

prescribed authority means—

- (a) a public authority, or
- (b) a council, or
- (c) another body or organisation that is wholly or partly funded by the Commonwealth or the State, or
- (d) an agency of the Commonwealth or the State.

26 Disability accommodation

- (1) A residential tenancy agreement is exempt from the operation of the Act if—
- (a) the premises to which the agreement relates are not used or intended to be used as a residence by the tenant under the agreement, and
 - (b) the tenant under the agreement allows or is intending to allow a person with a disability, other than a family member of the tenant, to use the premises as

disability accommodation under an agreement or other arrangement with the person (the **disability accommodation arrangement**), and

(c) for residential tenancy agreements entered into on or after 2 August 2019 (being the day the *Residential Tenancies Amendment (Exemption) Regulation 2019* commenced)—the agreement is in writing and states that this clause is intended to apply in respect of the premises.

(2) To avoid doubt, this clause does not operate to exempt the disability accommodation arrangement from the operation of the Act or any other Act or law otherwise applicable to it.

(3) This clause extends to residential tenancy agreements entered into before 2 August 2019 (the commencement of the *Residential Tenancies Amendment (Exemption) Regulation 2019*).

(4) In this clause—

disability has the same meaning as in the *Disability Inclusion Act 2014*.

disability accommodation means accommodation that is designed for a person with a disability who is receiving disability assistance, and includes (but is not limited to) specialist disability accommodation within the meaning of the *National Disability Insurance Scheme (Specialist Disability Accommodation Conditions) Rule 2018* of the Commonwealth.

disability assistance means any one or more of the following forms of assistance provided to a person with a disability by another person or body (whether permanently or not)—

(a) assistance to help the person undertake his or her day-to-day activities,

(b) assistance to increase the person's independence,

(c) assistance to facilitate the person's social and economic inclusion in the community.

27 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 exempt 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% 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.

28 Heritage properties

- (1) Residential premises that comprise, or are part of, a heritage item are exempt from the operation of the Act if the landlord is the Crown, a public authority or a council (other than the New South Wales Land and Housing Corporation or the Aboriginal Housing Office).
- (2) This clause does not apply if the parties to the residential tenancy agreement agree in writing that the residential premises are not to be exempt from the operation of the Act.

29 St Patrick's Estate, Manly

- (1) A residential tenancy agreement in respect of St Patrick's Estate land is exempt from the operation of the Act if—
- (a) the agreement is in writing, and
- (b) the agreement states that this clause applies to the agreement, and
- (c) one of the following applies—
- (i) the agreement is for a term of 17 years or more (excluding any period for which the agreement could be renewed by the exercise of an option) but less than 99 years,
- (ii) the agreement extends the term of an agreement exempt under paragraph (a) (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,
- (iii) the agreement 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.
- (2) 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.

(3) In this clause—

St Patrick's Estate land means the land, held by the Trustees of the Roman Catholic Church for the Archdiocese of Sydney, identified in clauses 23B(5) and 23BA(4) and (5) of the repealed *Residential Tenancies (Residential Premises) Regulation 1995*.

30 Life estate

(1) Residential premises that are subject to a life estate are exempt from the operation of the Act.

(2) This clause does not apply to residential premises occupied by a sub-tenant.

31 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 exempt from the operation of the Act if the premises are—

(a) located within the institution, or

(b) owned by the institution, or

(c) 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), a part of residential premises referred to in subclause (1) is not exempt from the operation of the Act if—

(a) the landlord and the 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, unless the application is withdrawn or is unsuccessful.

(3) In this clause—

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.

32 Condition reports from preceding agreement may be used again

A landlord and a tenant are exempt from the operation of section 29(1)–(3) of the Act if—

- (a) the landlord and the 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 the 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.

33 Exemption for particular landlords from landlord’s information statement

A landlord who is a social housing provider is exempt from the operation of section 31A of the Act.

34 Electricity supply charges payable by tenant—ss 38(1)(e) and 40(1A) of Act

- (1) For the purposes of section 40(1A) of the Act, a landlord is exempt from the operation of section 40(1)(c) of the Act, in relation to the payment of charges for the supply of electricity to the tenant at the residential premises that are not separately metered if the premises have a meter that—
 - (a) measures the supply of electricity that satisfies paragraphs (a)–(d) of the definition of **separately metered**, and
 - (b) does not have an NMI assigned for the purpose of paragraph (e) of the definition of **separately metered** because it is located in an embedded network, and
 - (c) the meter is not required to have an NMI assigned.
- (2) For the purposes of section 38(1)(e) of the Act, a tenant must pay any charges for the supply of electricity to the tenant at the residential premises that are not separately metered if the circumstances specified in subclause (1)(a)–(c) apply to the premises.

Note—

Embedded electricity networks are common in high density apartment buildings, strata schemes, residential land lease communities and residential villages.

- (3) In this clause—

NMI has the same meaning as in the [National Energy Retail Law \(NSW\)](#).

35 Non-bottled gas charges payable by tenant in particular circumstances—ss 38(1)(e) and 40(1A) of Act

- (1) For the purposes of section 40(1A) of the Act, a landlord is exempt from the operation of section 40(1)(c) of the Act, in relation to the payment of charges for the supply of gas (except bottled gas) to the tenant at the residential premises that are not

separately metered if the premises have a meter that—

- (a) measures the supply of gas that satisfies paragraphs (a)–(d) of the definition of ***separately metered***, and
- (b) does not have an MIRN or a delivery point identifier assigned for the purpose of paragraph (f) of the definition of ***separately metered*** because it is located in an embedded network.

- (2) For the purposes of section 38(1)(e) of the Act, a tenant must pay any charges for the supply of gas (except bottled gas) to the tenant at the residential premises that are not separately metered if the circumstances specified in subclause (1)(a) and (b) apply to the premises.

Note—

Embedded gas networks are common in high density apartment buildings, strata schemes, residential land lease communities and residential villages.

- (3) In this clause—

delivery point identifier has the same meaning as in the [National Energy Retail Law \(NSW\)](#).

MIRN has the same meaning as in the [National Energy Retail Law \(NSW\)](#).

36 Additional charges payable by tenant of social housing premises and separately metered gas—ss 38(1)(e) and 40(1A) of Act

- (1) For the purposes of section 40(1A) of the Act, a landlord of social housing premises is exempt from the operation of section 40(1)(c) of the Act, in relation to the payment of charges for the supply of gas at social housing premises if—
- (a) the social housing premises use hot water, heated by gas, from a centralised system shared by more than one social housing premises, and
 - (b) the premises are situated within the building that is supplied with hot water from the centralised hot water system, and
 - (c) the premises have an individual hot water meter that records the amount of hot water provided to the premises from the centralised hot water system, and
 - (d) the charge payable for the premises is calculated using the individual hot water meter readings and the common factor calculated in accordance with the Retail Market Procedures.
- (2) For the purposes of section 38(1)(e) of the Act, a tenant of social housing premises must pay any charges for the supply of gas to the tenant at the social housing premises that are not separately metered if the circumstances specified in subclause (1)(a)–(d) apply to the premises.

(3) In this clause—

Retail Market Procedures has the same meaning as in the *National Gas (NSW) Law*.

37 Social housing tenancy agreements and rectification orders

A landlord and a tenant of social housing premises are exempt from the operation of Division 5A of Part 3 of the Act.

38 Database operators and users of particular tenancy database

(1) This clause applies to a relevant database operator or a relevant landlord, using a residential tenancy database kept by the Department of Communities and Justice.

(2) A relevant database operator is exempt from sections 213(3), 215, 216(2) and (3) and 218 of the Act.

(3) A relevant landlord or a relevant landlord's agent is exempt from sections 211–216 of the Act.

(4) In this clause—

relevant database operator means a database operator within the meaning of section 209 of the Act who is—

- (a) the Secretary of the Department of Communities and Justice, or
- (b) the New South Wales Land and Housing Corporation, or
- (c) the Aboriginal Housing Office.

relevant landlord means any of the following landlords—

- (a) the New South Wales Land and Housing Corporation,
- (b) the Aboriginal Housing Office,
- (c) a registered community housing provider within the meaning of the *Community Housing Providers National Law (NSW)* who is approved by the Secretary of the Department of Communities and Justice to use the residential tenancy database kept by that Department.

Part 5 Enforcement

39 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 is within 30 days after the notice of the increase is given.

(2) For the purposes of section 83(2)(a) of the Act, the prescribed period 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 is within 7 days after the termination notice is given.
- (4) For the purposes of section 115(3) of the Act, the prescribed period is—
 - (a) if the termination notice was given under section 85 of the Act—within 30 days after the termination notice is given, or
 - (b) otherwise—within 14 days after the termination notice is given.
- (5) For the purposes of section 125(3) of the Act, the prescribed period is within 30 days after the applicant was given notice of proceedings for the recovery of possession of residential premises.
- (6) For the purposes of section 134(3) of the Act, the prescribed period is—
 - (a) for the purposes of section 134(1)(a) of the Act—within 30 days after the applicant becomes aware that goods have been disposed of otherwise than in accordance with the Act, or
 - (b) for the purposes of section 134(1)(b) of the Act—within 30 days after the applicant becomes aware that goods have been damaged, or
 - (c) for the purposes of section 134(1)(c) of the Act—within 3 months after the applicant becomes aware that the goods are in the possession of the landlord or landlord’s agent, or
 - (d) for the purposes of section 134(1)(d) of the Act—within 6 months after the residential tenancy agreement is terminated.
- (7) For the purposes of section 141(2) of the Act, the prescribed period 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 is within 6 months after the rental bond is paid out.
- (9) For the purposes of section 190(1) of the Act, the prescribed period is within 3 months after the applicant becomes aware of the breach.

40 Monetary limit of jurisdiction of Tribunal—s 187(4)(a) of Act

For the purposes of section 187(4)(a) of the Act, the amount prescribed is—

- (a) if the order is with respect to a rental bond—\$30,000, or
- (b) otherwise—\$15,000.

40A Maximum monetary penalty for s105H of Act

For the purposes of section 202(3) of the Act, the maximum monetary penalty that may be imposed by the Local Court in proceedings for an offence against section 105H(1) or (2) of the Act is 100 penalty units.

Part 6 Miscellaneous

41 Interest payable on rental bonds—s 173 of Act

- (1) The Secretary is to pay interest on an amount of rental bond paid.
- (2) The rate of interest payable on a rental bond paid is the rate payable by the Commonwealth Bank of Australia on an Everyday Access Account balance of \$1,000 as at the last day of the month the interest is being calculated.
- (3) The interest is to be compounded on 30 June and 31 December each year.

Part 6A Response to COVID-19 pandemic

41A Definitions

In this Part—

formal rent negotiation process has the same meaning as in section 228A of the Act.

impacted tenant has the same meaning as in section 228A of the Act.

landlord does not include a landlord who is a social housing provider.

relevant period means the period ending on 26 March 2021.

residential tenancy agreement does not include a social housing tenancy agreement.

tenant does not include a tenant under a social housing tenancy agreement.

termination notice has the same meaning as in section 80 of the Act.

termination order has the same meaning as in section 80 of the Act.

41B Prohibition on landlords terminating agreements or recovering possession during relevant period

- (1) For the purposes of section 229(1) of the Act, a landlord is prohibited from doing any of the following during the relevant period—
 - (a) giving an impacted tenant a termination notice under section 87 of the Act on the ground specified in section 88 of the Act,
 - (b) applying to the Tribunal for a termination order under section 83(2) of the Act relating to a termination notice given under section 87 of the Act, on the ground

specified in section 88 of the Act, to an impacted tenant,

- (c) otherwise applying to the Tribunal for a termination order in relation to a residential tenancy agreement on the ground specified in section 88 of the Act if the tenant under the agreement is an impacted tenant.

Note—

Section 88 of the Act relates to a termination notice given by a landlord on the ground of a breach of the residential tenancy agreement arising solely from a failure to pay rent, water usage charges or utility charges payable by the tenant.

- (2) However, a landlord may give a termination notice or apply for a termination order that the landlord is otherwise prohibited from giving or applying for under subclause (1) if—
 - (a) the landlord has participated, in good faith, in a formal rent negotiation process with the impacted tenant, and
 - (b) it is fair and reasonable in the circumstances for the landlord to give the termination notice or apply for the order.
- (3) For the purposes of section 111(2) of the Act, a termination notice that is not given in accordance with this clause is taken not to have been given in accordance with Part 5 of the Act.
- (4) In dealing with an application by a landlord or an impacted tenant relating to a termination notice or a termination order, the Tribunal may, for the purposes of satisfying itself of the matters specified in subclause (2), have regard to the following—
 - (a) any advice provided by NSW Fair Trading relating to the participation of the landlord or impacted tenant in the formal rent negotiation process, including whether the landlord or impacted tenant refused, or refused to make, a reasonable offer about rent,
 - (b) whether the impacted tenant has continued to make any payments towards the rent,
 - (c) the nature of any financial hardship experienced by the landlord or impacted tenant, including the general financial position of each party,
 - (d) the availability and affordability of reasonable alternative accommodation for the impacted tenant,
 - (e) any special vulnerability of the impacted tenant,
 - (f) the public health objectives of—

- (i) ensuring citizens remain in their homes, and
- (ii) preventing all avoidable movement of persons.

(5) Subclause (4) does not limit the matters the Tribunal may have regard to.

41C Termination dates for particular termination notices given during relevant period

- (1) This clause provides, for the purposes of section 229(1)(c) of the Act, for the regulation of a landlord's right to specify a termination date in a termination notice given under particular provisions of the Act during the relevant period.
- (2) Despite any other provision of the Act or this Regulation, a landlord must not, in a termination notice given for the purposes of the following provisions during the relevant period, specify a termination date that is earlier than 90 days after the day on which the notice is given—
 - (a) section 84,
 - (b) section 85,
 - (c) section 87, other than a termination notice on the ground specified in section 88,

Note—

Section 88 of the Act relates to a termination notice given by a landlord on the ground of a breach of the residential tenancy agreement arising solely from a failure to pay rent, water usage charges or utility charges payable by the tenant.

- (d) section 94.

41D Restriction on listing impacted tenants in residential tenancy databases

- (1) This clause provides, for the purposes of section 229(1)(c) of the Act, for the regulation of a landlord's right to list personal information about a person in a residential tenancy database.
- (2) Despite section 212 of the Act, a landlord or agent of a landlord must not list personal information about a person in a residential tenancy database if—
 - (a) the breach of the residential tenancy agreement arose solely from a failure to pay rent or charges specified in section 88(1) of the Act, and
 - (b) at the time of the breach, the person was an impacted tenant.

41E Repeal of Part 13 of the Act

For the purposes of section 230(b) of the Act, 26 March 2021 is prescribed as the day on which Part 13 of the Act is repealed.

41F (Repealed)

Part 7 Repeal, savings and transitional provisions

Division 1 Repeal

42 Repeal

The *Residential Tenancies Regulation 2010* is repealed.

Division 2 Savings and transitional provisions

43 Definition

In this Division, **existing residential tenancy agreement** means a residential tenancy agreement in force immediately before the commencement of this Regulation.

44 Savings

Any act, matter or thing that, immediately before the repeal of the *Residential Tenancies Regulation 2010*, had effect under that Regulation continues to have effect under this Regulation.

Note—

Section 30 of the *Interpretation Act 1987* also provides that the repeal of a regulation does not affect the operation of any savings or transitional provision contained in the regulation.

45 Long term lease mandatory terms apply to existing agreements

(1) Clause 6 extends to a long term lease entered into before the commencement of this Regulation.

(2) In this clause—

long term lease means a fixed term agreement for a fixed term of 20 years or more.

46 Water efficiency measures

Clause 10 extends to an existing residential tenancy agreement.

47 Construction of existing agreements

Clauses 13–22 extend to an existing residential tenancy agreement.

48 Exemptions extended to existing agreements

Clauses 34 and 35 extend to a landlord and tenant of an existing residential tenancy agreement.

49 Extension of exemption to existing social housing tenancy agreements

(1) Clauses 36 and 37 extend to a landlord and tenant of an existing social housing tenancy agreement.

(2) In this clause—

existing social housing tenancy agreement means a social housing tenancy agreement in force immediately before the commencement of this Regulation.

50 Extension of particular terms of standard form of residential tenancy agreement

(1) For the purposes of section 15(2)(d) of the Act, the following terms of the standard form of the residential tenancy agreement set out in Schedule 1 (the **Agreement**) extend to existing residential tenancy agreements from the commencement of this Regulation—

- (a) clause 4.7 of the Agreement,
- (b) clause 5 of the Agreement,
- (c) clause 6 of the Agreement,
- (d) clause 12.4 of the Agreement,
- (e) clause 17.4 of the Agreement,
- (f) clause 19.7 of the Agreement,
- (g) clause 24.10 of the Agreement,
- (h) clauses 28 and 29 of the Agreement,
- (i) clauses 30 and 31 of the Agreement,
- (j) clauses 42–44 of the Agreement,
- (k) clause 48 of the Agreement.

(2) For the purposes of section 15(2)(d) of the Act, from 23 March 2025 (being the date that is 5 years after the commencement of this Regulation), clause 12.4.2 of the Agreement extends to all existing residential tenancy agreements at that date.

Division 3 Transitional provisions for Residential Tenancies Amendment (Miscellaneous) Regulation 2020

51 Definitions

In this Division—

Agreement means the standard form of the residential tenancy agreement set out in Schedule 1.

existing residential tenancy agreement means a residential tenancy agreement in force immediately before 23 March 2020.

52 Effect of Division

A provision of this Division is taken to have effect from the commencement of this Regulation.

Note—

This Regulation commenced on 23 March 2020.

53 Smoke alarm requirements for particular landlords

Clause 20(a) does not apply until 12 months after the commencement of this Regulation if the landlord is—

- (a) the Aboriginal Housing Office, or
- (b) the New South Wales Land and Housing Corporation, or
- (c) a registered community housing provider within the meaning of the *Community Housing Providers National Law (NSW)* if the New South Wales Land and Housing Corporation manages the maintenance of the premises.

54 Extension of term of agreement—significant health or safety risks

For the purposes of section 15(2)(d) of the Act, the term set out in clause 49 of the Agreement extends to existing residential tenancy agreements.

55 Operation of extended clauses

- (1) A term of the Agreement, extended by operation of clause 50, replaces a substantially similar clause of an existing residential tenancy agreement.
- (2) Without limiting subclause (1), the following terms of an existing residential tenancy agreement are replaced by a term of the Agreement—
 - (a) clause 4.6 of an existing residential tenancy agreement is replaced by clauses 4.6 and 4.7 of the Agreement,
 - (b) clause 5 of an existing residential tenancy agreement is replaced by clauses 5 and 6 of the Agreement,
 - (c) clause 11.4 of an existing residential tenancy agreement is replaced by clause 12.4 of the Agreement,
 - (d) clause 16.4 of an existing residential tenancy agreement is replaced by clause 17.4 of the Agreement,
 - (e) clauses 27 and 28 of an existing residential tenancy agreement are replaced by clauses 30 and 31 of the Agreement,
 - (f) clauses 38 and 39 of an existing residential tenancy agreement are replaced by

clauses 42–44 of the Agreement.

Division 4 Savings and transitional provisions for Residential Tenancies Amendment (COVID-19) (No 2) Regulation 2020

56 Definition

In this Division—

commencement means the commencement of the *Residential Tenancies Amendment (COVID-19) (No 2) Regulation 2020*.

57 Existing termination notices

Part 6A of this Regulation, as in force immediately before the commencement, continues to apply to a termination notice given by a landlord to an impacted tenant before the commencement.

58 Pending applications to terminate residential tenancy agreements

Part 6A of this Regulation, as in force immediately before the commencement, continues to apply to an application to the Tribunal for the following orders if the application was made but not finally determined before the commencement—

- (a) a termination order under section 83(2) of the Act relating to a termination notice given under section 87 of the Act, on the ground specified in section 88 of the Act, to an impacted tenant,
- (b) a termination order in relation to a residential tenancy agreement on the ground specified in section 88 of the Act if the tenant under the agreement is an impacted tenant.

Schedule 1 Standard Form Agreement

(Clause 4(1))

Standard form residential tenancy agreement

Important information

Please read this before completing the residential tenancy agreement (the **Agreement**).

- 1 This form is your written record of your tenancy agreement. This is a binding contract under the *Residential Tenancies Act 2010*, so please read all terms **and** conditions carefully.
- 2 If you need advice or information on your rights and responsibilities, please call NSW Fair Trading on 13 32 30 or visit www.fairtrading.nsw.gov.au before signing the Agreement.
- 3 If you require extra space to list additional items and terms, attach a separate sheet. All attachments should be signed and dated by both the landlord or the landlord's agent and the tenant to show that both parties have read and agree to the attachments.
- 4 The landlord or the landlord's agent must give the tenant a copy of the signed Agreement and any

attachments, two copies or one electronic copy of the completed condition report and a copy of NSW Fair Trading's Tenant Information Statement publication.

This agreement is made on at Between

Landlord

*[Insert name and telephone number or other contact details of landlord(s).
If the landlord does not ordinarily reside in New South Wales, specify the State, Territory or, if not in Australia, country in which the landlord ordinarily resides]*

Note—

These details must be provided for landlord(s), whether or not there is a landlord's agent.

[Insert business address or residential address of landlord(s)]

Note—

These details must be provided for landlord(s) if there is no landlord's agent.

[Insert corporation name and business address of landlord(s) if landlord(s) is a corporation]

Tenant

[Insert name of tenant(s) and contact details]

Landlord's agent details

[Insert name of landlord's agent (if any) and contact details]

Tenant's agent details

[Insert name of tenant's agent (if any) and contact details]

Term of agreement

The term of this agreement is—

- 6 months
- 12 months
- 2 years
- 3 years
- 5 years
- Other (please specify)—
- Periodic (no end date)

starting on / /20 and ending on / /20 *[Cross out if not applicable]*

Note—

For a residential tenancy agreement having a fixed term of more than 3 years, the agreement must be annexed to the form approved by the Registrar-General for registration under the [Real Property Act 1900](#).

Residential premises

The residential premises are *[Insert address]*.

The residential premises include—

[Include any inclusions, for example, a parking space or furniture provided. Attach additional pages if necessary.]

Rent

The rent is \$ per payable in advance starting on / /20 .

Note—

Under section 33 of the *Residential Tenancies Act 2010*, a landlord, or landlord's agent, must not require a tenant to pay more than 2 weeks rent in advance under this Agreement.

The method by which the rent must be paid—

(a) to _____ at _____ by cash or Electronic Funds Transfer (EFT), or

(b) into the following account _____, or any other account nominated by the landlord—

BSB number—

account number—

account name—

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 fees 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.

The tenant provided the rental bond amount to—

- the landlord or another person, or
- the landlord's agent, or
- NSW Fair Trading through Rental Bonds Online.

Note—

All rental bonds must be lodged with NSW Fair Trading. If the bond is paid to the landlord or another person, it must be deposited within 10 working days after it is paid using the Fair Trading approved form. If the bond is paid to the landlord's agent, it must be deposited within 10 working days after the end of the month in which it is paid.

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 12 and 13.

Utilities

Is electricity supplied to the premises from an embedded network?

Yes No

Is gas supplied to the premises from an embedded network?

Yes No

For more information on consumer rights if electricity or gas is supplied from an embedded network contact NSW Fair Trading.

Smoke alarms

Indicate whether the smoke alarms installed in the residential premises are hardwired or battery operated—

Hardwired smoke alarm

Battery operated smoke alarm

If the smoke alarms are battery operated, are the batteries in the smoke alarms of a kind the tenant can replace?

Yes No

If yes, specify the type of battery that needs to be used if the battery in the smoke alarm needs to be replaced—

If the smoke alarms are hardwired, are the back-up batteries in the smoke alarms of a kind the tenant can replace?

Yes No

If yes, specify the type of back-up battery that needs to be used if the back-up battery in the smoke alarm needs to be replaced—

If the *Strata Schemes Management Act 2015* applies to the residential premises, is the owners corporation of the strata scheme responsible for the repair and replacement of smoke alarms in the residential premises?

Yes No

Strata by-laws

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

Yes No

If yes, see clauses 38 and 39.

Giving notices and other documents electronically [optional]

[Cross out if not applicable]

Indicate below for each person whether the person provides express consent to any notice and any other document under section 223 of the *Residential Tenancies Act 2010* being given or served on them by email. The *Electronic Transactions Act 2000* applies to notices and other documents you send or receive electronically.

[You should only consent to electronic service if you check your emails regularly. If there is more than one tenant on the agreement, all tenants should agree on a single email address for electronic service. This will help ensure co-tenants receive notices and other documents at the same time.]

Landlord

Does the landlord give express consent to the electronic service of notices and documents?

Yes No

If yes, see clause 50.

[Specify email address to be used for the purpose of serving notices and documents.]

Tenant

Does the tenant give express consent to the electronic service of notices and documents?

Yes No

If yes, see clause 50.

[Specify email address to be used for the purpose of serving notices and documents.]

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 given to the tenant for signing.

Tenancy laws

The [Residential Tenancies Act 2010](#) and the [Residential Tenancies Regulation 2019](#) 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 the tenant gives the signed copy of the agreement to the landlord or landlord’s agent, 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

4.7 to make a rent receipt available for collection by the tenant or 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 if rent is paid by cheque, and

- 4.8** 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 the 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 if the agreement is for a fixed term of 2 years or more, 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** that the rent may not be increased after the end of the fixed term (if any) of this agreement more than once in any 12-month period.
- 7. The landlord and the tenant agree—**
- 7.1** that the increased rent is payable from the day specified in the notice, and
- 7.2** 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
- 7.3** 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

- 8. The landlord and the tenant agree** that the rent abates if the residential premises—
- 8.1** are destroyed, or become wholly or partly uninhabitable, otherwise than as a result of a breach of this agreement, or
- 8.2** cease to be lawfully usable as a residence, or
- 8.3** are compulsorily appropriated or acquired by an authority.
- 9.** 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

- 10. The landlord agrees** to pay—
- 10.1** rates, taxes or charges payable under any Act (other than charges payable by the tenant under this agreement), and
- 10.2** the installation costs and charges for initial connection to the residential premises of an electricity, water, gas, bottled gas or oil supply service, and
- 10.3** all charges for the supply of electricity, non-bottled gas or oil to the tenant at the residential premises that are not separately metered, and

Note 1—

Clause 10.3 does not apply to premises located in an embedded network in certain circumstances in accordance with clauses 34 and 35 of the *Residential Tenancies Regulation 2019*.

Note 2—

Clause 10.3 does not apply to social housing tenancy agreements in certain circumstances, in accordance with clause 36 of the [Residential Tenancies Regulation 2019](#).

- 10.4** 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
- 10.5** all charges (other than water usage charges) in connection with a water supply service to separately metered residential premises, and
- 10.6** all charges in connection with a water supply service to residential premises that are not separately metered, and
- 10.7** 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
- 10.8** all service availability charges, however described, for the supply of non-bottled gas to the residential premises if the premises are separately metered but 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, and
- 10.9** the costs and charges for repair, maintenance or other work carried out on the residential premises which is required to facilitate the proper installation or replacement of an electricity meter, in working order, including an advanced meter, if the meter installation is required by the retailer to replace an existing meter because the meter is faulty, testing indicates the meter may become faulty or the meter has reached the end of its life.

11. The tenant agrees to pay—

- 11.1** all charges for the supply of electricity or oil to the tenant at the residential premises if the premises are separately metered, and
- 11.2** all charges for the supply of non-bottled gas to the tenant at the residential premises if the premises are separately metered, unless 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, and

Note—

Charges for the supply of gas in certain circumstances may also be payable by a tenant under a social housing agreement in accordance with clause 36 of the [Residential Tenancies Regulation 2019](#).

- 11.3** all charges for the supply of bottled gas to the tenant at the residential premises except for the costs and charges for the supply or hire of gas bottles at the start of the tenancy, and
- 11.4** all charges for pumping out a septic system used for the residential premises, and
- 11.5** any excess garbage charges relating to the tenant's use of the residential premises, and
- 11.6** water usage charges, if the landlord has installed water efficiency measures referred to in clause 10 of the [Residential Tenancies Regulation 2019](#) and the residential premises—
 - 11.6.1** are separately metered, or
 - 11.6.2** are not connected to a water supply service and water is delivered by vehicle.

Note—

Separately metered is defined in the [Residential Tenancies Act 2010](#).

12. The landlord agrees that the tenant is not required to pay water usage charges unless—

- 12.1** 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

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

12.3 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

12.4 the residential premises have the following water efficiency measures—

12.4.1 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 a minute,

12.4.2 on and from 23 March 2025, all toilets are dual flush toilets that have a minimum 3 star rating in accordance with the WELS scheme,

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

12.4.4 at the commencement of the residential tenancy agreement and whenever any other water efficiency measures are installed, repaired or upgraded, the premises are checked and any leaking taps or toilets on the premises have been fixed.

13. 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

14. The landlord agrees—

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

14.2 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

15. The landlord agrees—

15.1 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

15.2 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

15.3 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

16. The tenant agrees—

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

16.2 not to cause or permit a nuisance, and

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

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

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

17. The tenant agrees—

17.1 to keep the residential premises reasonably clean, and

17.2 to notify the landlord as soon as practicable of any damage to the residential premises, and

17.3 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

17.4 that it is the tenant's responsibility to replace light globes on the residential premises.

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

18.1 to remove all the tenant's goods from the residential premises, and

18.2 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

18.3 to leave the residential premises reasonably clean, having regard to their condition at the commencement of the tenancy, and

18.4 to remove or arrange for the removal of all rubbish from the residential premises in a way that is lawful and in accordance with council requirements, and

18.5 to make sure that all light fittings on the premises have working globes, and

18.6 to return to the landlord all keys, and other opening devices or similar devices, provided by the landlord.

Note—

Under section 54 of the *Residential Tenancies Act 2010*, the vicarious liability of a tenant for damage to residential premises caused by another person is not imposed on a tenant who is the victim of a domestic violence offence, or a co-tenant who is not a relevant domestic violence offender, if the damage occurred during the commission of a domestic violence offence (within the meaning of that Act).

LANDLORD'S GENERAL OBLIGATIONS FOR RESIDENTIAL PREMISES

19. The landlord agrees—

19.1 to make sure that the residential premises are reasonably clean and fit to live in, and

Note 1—

Section 52 of the *Residential Tenancies Act 2010* specifies the minimum requirements that must be met for residential premises to be fit to live in. These include that the residential premises—

- (a) are structurally sound, and
- (b) have adequate natural light or artificial lighting in each room of the premises other than a room that is intended to be used only for the purposes of storage or a garage, and
- (c) have adequate ventilation, and
- (d) are supplied with electricity or gas and have an adequate number of electricity outlet sockets or gas outlet sockets for the supply of lighting and heating to, and use of appliances in, the premises, and
- (e) have adequate plumbing and drainage, and
- (f) are connected to a water supply service or infrastructure that supplies water (including, but not limited to, a water bore or water

tank) that is able to supply to the premises hot and cold water for drinking and ablution and cleaning activities, and

(g) contain bathroom facilities, including toilet and washing facilities, that allow privacy for the user.

Note 2—

Premises are structurally sound only if the floors, ceilings, walls, supporting structures (including foundations), doors, windows, roof, stairs, balconies, balustrades and railings—

(a) are in a reasonable state of repair, and

(b) with respect to the floors, ceilings, walls and supporting structures—are not subject to significant dampness, and

(c) with respect to the roof, ceilings and windows—do not allow water penetration into the premises, and

(d) are not liable to collapse because they are rotted or otherwise defective.

19.2 to make sure that all light fittings on the residential premises have working light globes on the commencement of the tenancy, and

19.3 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

19.4 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

19.5 not to hinder a tradesperson's entry to the residential premises when the tradesperson is carrying out maintenance or repairs necessary to avoid health or safety risks to any person, or to avoid a risk that the supply of gas, electricity, water, telecommunications or other services to the residential premises may be disconnected, and

19.6 to comply with all statutory obligations relating to the health or safety of the residential premises, and

19.7 that a tenant who is the victim of a domestic violence offence or a co-tenant who is under the same agreement as the victim of the domestic violence offence but is not a relevant domestic violence offender is not responsible to the landlord for any act or omission by a co-tenant that is a breach of this agreement if the act or omission constitutes or resulted in damage to the premises and occurred during the commission of a domestic violence offence.

URGENT REPAIRS

20. 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—

20.1 the damage was not caused as a result of a breach of this agreement by the tenant, and

20.2 the tenant gives or makes a reasonable attempt to give the landlord notice of the damage, and

20.3 the tenant gives the landlord a reasonable opportunity to make the repairs, and

20.4 the tenant makes a reasonable attempt to have any appropriate tradesperson named in this agreement make the repairs, and

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

20.6 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 being 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

21. The landlord agrees—

21.1 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

21.2 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.

22. 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.

23. The landlord and the tenant agree—

23.1 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

23.2 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

24. 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—

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

24.2 if the Civil and Administrative Tribunal so orders,

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

24.4 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,

24.5 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),

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

24.7 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,

24.8 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),

24.9 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),

24.10 to take photographs, or make visual recordings, of the inside of the premises in order to advertise the premises for sale or lease, if the tenant is given reasonable notice and reasonable opportunity to move any of their possessions that can reasonably be moved out of the frame of the photograph or the scope of the recording (this is only allowed once in a 28 day period before marketing of the premises starts for sale or lease or the termination of this agreement),

24.11 if the tenant agrees.

25. The landlord agrees that a person who enters the residential premises under clause 24.5, 24.6, 24.7, 24.8, 24.9 or 24.10 of this agreement—

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

25.2 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

25.3 must not stay on the residential premises longer than is necessary to achieve the purpose of the entry to the premises, and

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

26. 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.

27. 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.

PUBLISHING PHOTOGRAPHS OR VISUAL RECORDINGS

28. The landlord agrees that the landlord or the landlord's agent must not publish any photographs taken or visual recordings made of the inside of the residential premises in which the tenant's possessions are visible unless they first obtain written consent from the tenant.

Note—

See section 55A of the *Residential Tenancies Act 2010* for when a photograph or visual recording is published.

29. The tenant agrees not to unreasonably withhold consent. If the tenant is in circumstances of domestic violence within the meaning of section 105B of the *Residential Tenancies Act 2010*, it is not unreasonable for the tenant to withhold consent.

FIXTURES, ALTERATIONS, ADDITIONS OR RENOVATIONS TO THE PREMISES

30. The tenant agrees—

- 30.1** not to install any fixture or renovate, alter or add to the residential premises without the landlord's written permission, and
- 30.2** that certain kinds of fixtures or alterations, additions or renovations that are of a minor nature specified by clause 22(2) of the *Residential Tenancies Regulation 2019* may only be carried out by a person appropriately qualified to carry out those alterations unless the landlord gives consent, and
- 30.3** to pay the cost of a fixture, installed by or on behalf of the tenant, or any renovation, alteration or addition to the residential premises, unless the landlord otherwise agrees, and
- 30.4** 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
- 30.5** to notify the landlord of any damage caused by removing any fixture attached by the tenant, and
- 30.6** to repair any damage caused by removing the fixture or compensate the landlord for the reasonable cost of repair.

31. The landlord agrees not to unreasonably withhold consent to a fixture, or to an alteration, addition or renovation that is of a minor nature.

Note—

The *Residential Tenancies Regulation 2019* provides a list of the kinds of fixtures or alterations, additions or renovations of a minor nature to which it would be unreasonable for a landlord to withhold consent and which of those fixtures, or alterations, additions or renovations the landlord may give consent to on the condition that the fixture or alteration, addition or renovation is carried out by an appropriately qualified person.

LOCKS AND SECURITY DEVICES

32. The landlord agrees—

- 32.1** to provide and maintain locks or other security devices necessary to keep the residential premises reasonably secure, and
- 32.2** 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
- 32.3** not to charge the tenant for the cost of providing the copies except to recover the cost of replacement or additional copies, and
- 32.4** 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
- 32.5** 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.

33. The tenant agrees—

- 33.1** 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
- 33.2** 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.

- 34.** 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

35. The landlord and the tenant agree that—

- 35.1** the tenant may, with the landlord's written permission, transfer the tenant's tenancy under this agreement or sub-let the residential premises, and
- 35.2** 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
- 35.3** 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
- 35.4** without limiting clause 35.3, 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 35.3 and 35.4 do not apply to social housing tenancy agreements.

- 36. 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

37. The landlord agrees—

- 37.1** 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
- 37.2** 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
- 37.3** 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
- 37.4** 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, and
- 37.5** if the State, Territory or country in which the landlord ordinarily resides 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]

- 38. The landlord agrees** to give to the tenant, before the tenant enters into this agreement, a copy of the by-laws applying to the residential premises if they are premises under the [Strata Schemes Management Act 2015](#).

- 39. 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 Development Act 2015*, the *Community Land Development Act 1989* or the *Community Land Management Act 1989*.

MITIGATION OF LOSS

40. 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]

41. 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, the landlord or the landlord's agent will provide the tenant with—

41.1 details of the amount claimed, and

41.2 copies of any quotations, accounts and receipts that are relevant to the claim, and

41.3 a copy of a completed condition report about the residential premises at the end of the residential tenancy agreement.

SMOKE ALARMS

42. The landlord agrees to—

42.1 ensure that smoke alarms are installed in accordance with the *Environmental Planning and Assessment Act 1979* if that Act requires them to be installed in the premises and are functioning in accordance with the regulations under that Act, and

42.2 conduct an annual check of all smoke alarms installed on the residential premises to ensure that the smoke alarms are functioning, and

42.3 install or replace, or engage a person to install or replace, all removable batteries in all smoke alarms installed on the residential premises annually, except for smoke alarms that have a removable lithium battery, and

42.4 install or replace, or engage a person to install or replace, a removable lithium battery in a smoke alarm in the period specified by the manufacturer of the smoke alarm, and

42.5 engage an authorised electrician to repair or replace a hardwired smoke alarm, and

42.6 repair or replace a smoke alarm within 2 business days of becoming aware that the smoke alarm is not working unless the tenant notifies the landlord that the tenant will carry out the repair to the smoke alarm and the tenant carries out the repair, and

42.7 reimburse the tenant for the costs of a repair or replacement of a smoke alarm in accordance with clause 18 of the *Residential Tenancies Regulation 2019*, that the tenant is allowed to carry out.

Note 1—

Under section 64A of the *Residential Tenancies Act 2010*, repairs to a smoke alarm includes maintenance of a smoke alarm in working order by installing or replacing a battery in the smoke alarm.

Note 2—

Clauses 42.2-42.7 do not apply to a landlord of premises that comprise or include a lot in a strata scheme (within the meaning of the *Strata Schemes Management Act 2015*) if the owners corporation is responsible for the repair and replacement of smoke alarms in the residential premises.

Note 3—

A tenant who intends to carry out a repair to a smoke alarm may do so only in the circumstances prescribed for a tenant in clause 15 of the [Residential Tenancies Regulation 2019](#).

Note 4—

Section 64A of the Act provides that a smoke alarm includes a heat alarm.

43. The tenant agrees—

43.1 to notify the landlord if a repair or a replacement of a smoke alarm is required, including replacing a battery in the smoke alarm, and

43.2 that the tenant may only replace a battery in a battery-operated smoke alarm, or a back-up battery in a hardwired smoke alarm, if the smoke alarm has a removable battery or a removable back-up battery, and

43.3 to give the landlord written notice, as soon as practicable if the tenant will carry out and has carried out a repair or replacement, or engages a person to carry out a repair or replacement, in accordance with clauses 15–17 of the [Residential Tenancies Regulation 2019](#).

Note—

Clauses 43.2 and 43.3 do not apply to tenants under social housing tenancy agreements or tenants of premises that comprise or include a lot in a strata scheme (within the meaning of the [Strata Schemes Management Act 2015](#)) if the owners corporation is responsible for the repair and replacement of smoke alarms in the residential premises.

44. The landlord and the 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.

Note—

The regulations made under the [Environmental Planning and Assessment Act 1979](#) provide that it is an offence to remove or interfere with the operation of a smoke alarm or a heat alarm in particular circumstances.

SWIMMING POOLS

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

45. 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.

[Cross out the following clause if there is no swimming pool or the swimming pool is situated on land in a strata scheme (within the meaning of the [Strata Schemes Management Act 2015](#)) or in a community scheme (within the meaning of the [Community Land Development Act 1989](#)) and that strata or community scheme comprises more than 2 lots]

46. The landlord agrees to ensure that at the time that this residential tenancy agreement is entered into—

46.1 the swimming pool on the residential premises is registered under the [Swimming Pools Act 1992](#) and has a valid certificate of compliance under that Act or a relevant occupation certificate within the meaning of that Act, and

46.2 a copy of that valid certificate of compliance or relevant occupation certificate is provided to the tenant.

Note—

A swimming pool certificate of compliance is valid for 3 years from its date of issue.

LOOSE-FILL ASBESTOS INSULATION

47. The landlord agrees:

47.1 if, at the time that this residential tenancy agreement is entered into, the premises have been and remain listed on the LFAI Register, the tenant has been advised in writing by the landlord that the

premises are listed on that Register, or

47.2 if, during the tenancy, the premises become listed on the LFAI Register, to advise the tenant in writing, within 14 days of the premises being listed on the Register, that the premises are listed on the Register.

COMBUSTIBLE CLADDING

48. The landlord agrees that if, during the tenancy, the landlord becomes aware of any of the following facts, the landlord will advise the tenant in writing within 14 days of becoming aware of the fact—

48.1 that the residential premises are part of a building in relation to which a notice of intention to issue a fire safety order, or a fire safety order, has been issued requiring rectification of the building regarding external combustible cladding,

48.2 that the residential premises are part of a building in relation to which a notice of intention to issue a building product rectification order, or a building product rectification order, has been issued requiring rectification of the building regarding external combustible cladding,

48.3 that the residential premises are part of a building where a development application or complying development certificate application has been lodged for rectification of the building regarding external combustible cladding.

SIGNIFICANT HEALTH OR SAFETY RISKS

49. The landlord agrees that if, during the tenancy, the landlord becomes aware that the premises are subject to a significant health or safety risk, the landlord will advise the tenant in writing, within 14 days of becoming aware, that the premises are subject to the significant health or safety risk and the nature of the risk.

ELECTRONIC SERVICE OF NOTICES AND OTHER DOCUMENTS

50. The landlord and the tenant agree:

50.1 to only serve any notices and any other documents, authorised or required by the [Residential Tenancies Act 2010](#) or the regulations or this agreement, on the other party by email if the other party has provided express consent, either as part of this agreement or otherwise, that a specified email address is to be used for the purpose of serving notices and other documents, and

50.2 to notify the other party in writing within 7 days if the email address specified for electronic service of notices and other documents changes, and

50.3 that they may withdraw their consent to the electronic service of notices and other documents at any time, by notifying the other party in writing, and

50.4 if a notice is given withdrawing consent to electronic service of notices and other documents, following the giving of such notice, no further notices or other documents are to be served by email.

BREAK FEE FOR FIXED TERM OF NOT MORE THAN 3 YEARS

51. 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 if the fixed term is not more than 3 years—

51.1 4 weeks rent if less than 25% of the fixed term has expired,

51.2 3 weeks rent if 25% or more but less than 50% of the fixed term has expired,

51.3 2 weeks rent if 50% or more but less than 75% of the fixed term has expired,

51.4 1 week's rent if 75% or more of the fixed term has expired.

This clause does not apply if the tenant terminates a fixed term residential tenancy agreement for a fixed term of more than 3 years or if the tenant terminates a 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, and being in circumstances of domestic violence. Section 107 of the *Residential Tenancies Act 2010* regulates the rights of the landlord and tenant under this clause.

52. The landlord agrees that the compensation payable by the tenant for ending the residential tenancy agreement before the end of the fixed term of not more than 3 years is limited to the amount specified in clause 51 and any occupation fee payable under the *Residential Tenancies Act 2010* for goods left on the residential premises.

Note—

Section 107 of the *Residential Tenancies Act 2010* also regulates the rights of landlords and tenants for a residential tenancy agreement with a fixed term of more than 3 years.

ADDITIONAL TERMS

[Additional terms may be included in this agreement if:

- (a) both the landlord and the tenant agree to the terms, and
- (b) they do not conflict with the *Residential Tenancies Act 2010*, the *Residential Tenancies Regulation 2019* 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—PETS

[Cross out this clause if not applicable]

53. The landlord agrees that the tenant may keep the following animal on the residential premises [*specify the breed, size etc*]

54. The tenant agrees—

- 54.1** to supervise and keep the animal within the premises, and
- 54.2** to ensure that the animal does not cause a nuisance, or breach the reasonable peace, comfort or privacy of neighbours, and
- 54.3** to ensure that the animal is registered and micro-chipped if required under law, and
- 54.4** to comply with any council requirements.

55. 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 an animal has 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 and a tenant who has granted the right to occupy residential premises to a sub-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.

LFAI Register means the register of residential premises that contain or have contained loose-fill asbestos insulation that is required to be maintained under Division 1A of Part 8 of the [Home Building Act 1989](#).

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).

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.

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 the tenant to end this agreement on other grounds. The grounds for the landlord ending the agreement include sale of the residential premises requiring vacant possession, breach of this agreement by the tenant, due to hardship or if the agreement is frustrated because the premises are destroyed, become wholly or partly uninhabitable or cease to be lawfully usable as a residence or are appropriated or acquired by any authority by compulsory process.

The grounds for the tenant include breach by the landlord of information disclosure provisions under section 26 of the Act (not revealed when this agreement was entered into), breach of this agreement by the landlord, due to hardship or if the agreement is frustrated because the premises are destroyed, become wholly or partly uninhabitable or cease to be lawfully usable as a residence or are appropriated or acquired by any authority by compulsory process.

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 or a judgment or order of a court 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 THE TENANT ENTER INTO THIS AGREEMENT AND AGREE TO ALL ITS TERMS.

Note—

Section 9 of the [Electronic Transactions Act 2000](#) allows for agreements to be signed electronically in NSW if the parties consent. If an electronic signature is used then it must comply with Division 2 of Part 2 of the [Electronic Transactions Act 2000](#).

SIGNED BY THE LANDLORD

[Signature of landlord]—

[Date]—

LANDLORD INFORMATION STATEMENT

The landlord acknowledges that, at or before the time of signing this residential tenancy agreement, the landlord has read and understood the contents of an information statement published by NSW Fair Trading that sets out the landlord's rights and obligations.

[Signature of landlord]—

[Date]—

SIGNED BY THE TENANT

[Signature of tenant]—

[Date]—

TENANT INFORMATION STATEMENT

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]—

[Date]—

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 7)

Condition report

HOW TO COMPLETE

- (1) Three copies, or one electronic copy, of this condition report should be completed and signed by the landlord or the landlord's agent.
- (2) Two copies, or one electronic copy, of the report, which have been completed 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 or an electronic copy.
- (3) 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 "Minimum standards", "Health issues", "Smoke alarms", "Other safety issues", "Communications facilities" and "Water usage charging and efficiency devices".
- (4) 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 "Minimum standards", "Health issues", "Smoke alarms", "Other safety issues", "Communications facilities" and "Water usage charging and efficiency devices".
- (5) The tenant must return one copy of the completed condition report, or a completed electronic copy, to the landlord or landlord's agent **within 7 days** after taking possession of the residential premises and is to keep the other copy or a completed electronic copy. The tenant is not required to do this if the landlord or landlord's agent has failed to give the tenant either two copies, or one electronic copy, of the completed condition report (see 2 above).

- (6) If photographs or video recordings are taken at the time the inspection is carried out, it is recommended that all photographs or video recordings are verified and dated by all parties. Any photographs should be attached to this condition report, in hard copy or electronically, under the heading "Photographs/video recordings of the premises". Any video recordings should be attached to this condition report electronically.
NOTE: Photographs and/or video recordings are not a substitute for accurate written descriptions of the condition of the premises.
- (7) At, or as soon as practicable after, the termination of the tenancy agreement, both the landlord or the landlord's agent and the tenant should complete the copy of the condition report that the landlord, landlord's agent or the tenant has 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.
- (8) If the residential premises are separately metered for water and if the tenant is required to pay for water usage charges under the residential tenancy agreement, the landlord or landlord's agent must also indicate whether the residential premises has the required water efficiency measures.

IMPORTANT NOTES ABOUT THIS REPORT

- (a) It is a requirement that a condition report be completed by the landlord or the landlord's agent 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.
- (b) 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.
- (c) A tenant is not responsible for fair wear and tear to the premises. Fair wear and tear is a general term for anything that occurs through ordinary use, such as the carpet becoming worn in frequently used areas. Intentional damage, or damage caused by negligence, is not fair wear and tear.
- (d) A condition report must be filled out whether or not a rental bond is paid.
- (e) If you do not have enough space on the report you can attach additional pages. All attachments should be signed and dated by all parties to the residential tenancy agreement.
- (f) Call **NSW Fair Trading on 13 32 20** or visit **www.fairtrading.nsw.gov.au** for more information about the rights and responsibilities of landlords and tenants or before completing the condition report.

EXAMPLE

Condition of premises at START of tenancy

Key: C = Clean; U = Undamaged; W= Working

C	U	W	Landlord/ agent comments	Tenant agrees	Tenant Comments
---	---	---	--------------------------	---------------	-----------------

ENTRANCE/HALL

front door/screen door/security door	Y	Y	Y		Y	
walls/picture hooks	Y	Y	Y	3 picture hooks	N	2 picture hooks
doorway frames	Y	Y	Y		Y	
windows/screens/window safety devices	Y	Y	Y		Y	
ceiling/light fittings	Y	Y	Y		N	stain on ceiling
blinds/curtains	Y	Y	Y		Y	
lights/power points/door bell	Y	Y	Y		Y	
skirting boards	Y	Y	Y		Y	
floor coverings	N	Y		carpet stain near window	Y	

ADDRESS OF PREMISES:

The tenant/s received a copy of this report on (date)—

CONDITION REPORT

Condition of premises at START of tenancy

Condition of premises at END of tenancy

Key: C = Clean; U = Undamaged; W= Working

	Landlord/ C U W agent comments	Tenant agrees	Tenant comments		Landlord/ C U W agent comments	Tenant agrees	Tenant comments
--	---	----------------------	------------------------	--	---	----------------------	------------------------

**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

security/alarm system

smoke alarms

electrical safety switch

other

GENERAL

heating/air conditioning

staircase/
handrails

external
television
antenna/tv
points

balcony/porch/
deck

swimming pool

swimming pool
fence/gate

gates/fences

grounds/garden

garden hose/
fittings

watering system

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

MINIMUM STANDARDS

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

Are the premises structurally sound?

Yes No

Note—

Premises are structurally sound only if the—

- (a) floors, ceilings, walls, supporting structures (including foundations), doors, windows, roof, stairs, balconies, balustrades and railings are—
 - (i) in a reasonable state of repair, and
 - (ii) are not liable to collapse because they are rotted or otherwise defective, and
- (b) floors, ceiling, walls and supporting structures are not subject to significant dampness, and
- (c) roof, ceilings and windows do not allow water penetration into the premises.

Does the premises have adequate—

- (a) natural or artificial lighting in each room (excluding storage rooms or garages)? Yes No
- (b) ventilation? Yes No
- (c) electricity outlet sockets or gas outlet sockets for the supply of lighting and heating to the premises, and for the use of appliances in the premises? Yes No
- (d) plumbing and drainage? Yes No

UTILITIES

Are the premises—

- (a) supplied with electricity? Yes No
- (b) supplied with gas? Yes No
- (c) connected to a water supply service or infrastructure that supplies water (including, but not limited to, a water bore or water tank) that is able to supply to the premises hot and cold water for drinking and ablution and cleaning activities? Yes No

Does the premises contain bathroom facilities, including toilet and washing facilities that allow privacy for the user? Yes No

Does the tenant agree with all of the above? Yes No

If no, specify which items—

HEALTH ISSUES

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

- (a) are there any signs of mould and dampness? Yes No

- (b) are there any pests and vermin? Yes No
- (c) has any rubbish been left on the premises? Yes No
- (d) are the premises listed on the Loose-Fill Asbestos Insulation Register? Yes No

SMOKE ALARMS

The landlord must indicate the following—

Have smoke alarms been installed in the residential premises in accordance with the [Environmental Planning and Assessment Act 1979](#) (including any regulations made under that Act)? Yes No

Have all the smoke alarms installed on the residential premises been checked and found to be in working order? Yes No

Date last checked—

Have the removable batteries in all the smoke alarms been replaced within the last 12 months, except for removable lithium batteries? Yes No
 N/A

Date batteries were last changed—

Have the batteries in all the smoke alarms that have a removable lithium battery been replaced in the period specified by the manufacturer of the smoke alarm? Yes No
 N/A

Date batteries were last changed—

Note—

Section 64A of the [Residential Tenancies Act 2010](#) provides that repairs to a smoke alarm includes maintenance of a smoke alarm in working order by installing or replacing a battery in the smoke alarm.

OTHER SAFETY ISSUES

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

Are there any visible signs of damaged appliances (if appliances are included as part of the tenancy)? Yes No

Are there any visible hazards relating to electricity (e.g. a loose or damaged electricity outlet socket, loose wiring or sparking power points)? Yes No

Are there any visible hazards relating to gas (e.g. a loose or damaged gas outlet socket or an open-ended gas pipe or valve)? Yes No

Does the tenant agree with all of the above? Yes No

If no, specify which items—

COMMUNICATIONS FACILITIES

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

(a) a telephone line is connected to the residential premises Yes No

(b) an internet line is connected to the residential premises Yes No

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

Are the residential premises separately metered? Yes No

The landlord must indicate the following—

(a) all showerheads have a maximum flow rate of 9 litres per minute Yes No

(b) on and from 23 March 2025, all toilets are dual flush toilets with a minimum 3 star rating in accordance with the WELS scheme, Yes No N/A

(c) 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

(d) the premises have been checked and any leaking taps or toilets on the residential premises have been fixed Yes No

Date the premises were last checked to see if it is compliant with the water efficiency measures—

Water meter reading at START of tenancy: Lph

Date of reading—

Water meter reading at END of tenancy: Lph

Date of reading—

FURNITURE: (See attached list)

Landlord/agent's
Signature—

Date—

Tenant's
Signature—

Date—

ADDITIONAL COMMENTS ON MINIMUM STANDARDS, HEALTH ISSUES, SMOKE ALARMS, OTHER SAFETY ISSUES, COMMUNICATIONS FACILITIES, WATER USAGE CHARGING AND EFFICIENCY DEVICES

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

APPROXIMATE DATES WHEN WORK LAST DONE ON RESIDENTIAL PREMISES

Installation, repair or maintenance of smoke alarms—

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 additional pages signed by the landlord/agent and the tenant and attached to this report.

PHOTOGRAPHS/VIDEO RECORDINGS OF THE PREMISES [*Please attach*]

Schedule 3 Declaration by competent person

(Clause 23)

TERMINATING A TENANCY IN CIRCUMSTANCES OF DOMESTIC VIOLENCE

Purpose of this declaration

Under the [Residential Tenancies Act 2010](#), a tenant can terminate their residential tenancy agreement without being penalised if the tenant or the tenant's dependent child is in circumstances of domestic violence.

To terminate the agreement, the tenant must give the landlord a domestic violence termination notice together with one of the four documents listed under the Act for this purpose. One of those documents is a signed declaration from a medical practitioner that the tenant, or the tenant's dependent child, is a victim of domestic violence perpetrated by the "relevant domestic violence offender" during the currency of the residential tenancy agreement. This completed declaration may be used instead of a Domestic Violence Order, a Family Law Injunction or a Certificate of Conviction (these documents are the other 3 documents listed under the Act).

A "relevant domestic violence offender" must be the tenant's co-tenant or former co-tenant, or an occupant or former occupant of the tenant's residence or a person with whom the tenant has or has had a domestic relationship. For this reason, and to ensure that the rights and obligations of a co-tenant (if any) are not impacted, the tenant has to identify the relevant domestic violence offender and the name of that person has to be recorded in this declaration.

Note—

The use of the term "relevant domestic violence offender" is only to establish if the tenant is in circumstances of domestic violence under the Act. It does not mean that the person the tenant identifies as the perpetrator of the domestic violence has been convicted of a domestic violence offence.

Who can make this declaration

You can only make this declaration if—

- you are a medical practitioner registered under the *Health Practitioner Regulation National Law (NSW)* in the medical profession, and
- you have consulted with the tenant, and
- if applicable, you have also consulted with any dependent child of the tenant who is the victim of the domestic violence.

How to complete this declaration

You must complete all parts of this form.

You are authorised to collect, use or disclose personal information about a relevant domestic violence offender that you require to for the purposes of making this declaration.

1. Before you complete this form, you will need to assess if, in your professional opinion, the tenant, or the tenant's dependent child, is a victim of domestic violence that occurred during the tenant's current tenancy.
2. **You are not required to prove that an incident of domestic violence has taken place.** Your assessment should be based on your professional observations and the information you obtain during your consultation.
3. Once you have assessed the tenant and their circumstances (and if applicable, the tenant's dependent child), you should complete this form by—
 - (a) entering the details of the tenant and, if applicable, the details of the tenant's dependent child, and
 - (b) entering the name of the relevant domestic violence offender, based on the information the tenant provides you, and
 - (c) selecting the type of relationship between the tenant and the relevant domestic violence offender, based on information the tenant provides you.
4. Give the completed declaration to the tenant and keep a copy for your records.
5. For further information on how to complete this form go to www.fairtrading.nsw.gov.au.

WARNING: Knowingly providing false or misleading information in connection with this declaration may be an offence under section 105H of the *Residential Tenancies Act 2010*, for which a maximum penalty of 2 years imprisonment or 100 penalty units, or both, applies. This offence can apply to the tenant, the medical practitioner, or both.

Note for medical practitioners: It is NOT an offence to make a declaration based on information that you believed to be true at the time of making the declaration. You are NOT required to prove that an incident of domestic violence has taken place.

PART 1: Details of tenant seeking to terminate the tenancy

Family name—

Given names—

Address of the rented residential premises—

Phone number or the name
and contact details of a
nominated person
(OPTIONAL)—

Note—

A separate form needs to be completed, and declaration made, for each tenant seeking to be declared a victim of domestic violence.

PART 2: Details of person seeking to be declared a victim of domestic violence

1. Who is the person seeking to be declared a victim of domestic violence?

the tenant

OR

a dependent child of the tenant

Note—

If the tenant is a victim of domestic violence, it is not necessary to also declare that a dependent child is a victim of domestic violence.

A **dependent child** cannot be declared a victim of domestic violence if the **tenant** answers “no” to either of the following questions—

2. Is the **dependent child** wholly or partly dependent on the **tenant** for support?

Yes No

3. Does the **dependent child** occupy (whether permanently or from time to time) the residential premises specified in Part 1?

Yes No

Note—

The dependent child does not have to be the tenant’s child.

Details of dependent child (if applicable)

Family name—

Given names—

Date of birth—

PART 3: Details of relevant domestic violence offender and relationship with tenant

1. Who is the person **the tenant has identified** as the perpetrator of the domestic violence?

Full name—

2. Is the person named above (in question 1 in this Part) a co-tenant/former co-tenant or an occupant/former occupant of the residential premises specified in Part 1?

Yes No

If the answer to question 2 is “no”, the following question MUST be completed.

3. What is the relationship the tenant has or had with the person named above (“the relevant domestic violence offender”)? [Select the description of the most recent relationship and cross out “are” or “were” as applicable]

The tenant and the relevant domestic violence offender are/were—

married to each other

- in a de facto relationship with each other
- in an intimate personal relationship with each other, whether or not the relationship is/was sexual
- living in the same household
- living as long-term residents in the same residential facility at the same time as each other (excluding facilities that are correctional centres or detention centres)
- in a relationship involving the tenant's dependence on the ongoing paid or unpaid care of the tenant by the relevant domestic violence offender
- relatives
- in the case of Aboriginal persons or Torres Strait Islanders—in an extended family or kinship relationship according to the Indigenous kinship system of the culture of either the tenant or the relevant domestic violence offender
- married to the same person at different times (even if they have not met)
- in a de facto relationship with the same person at different times (even if they have not met)
- in an intimate personal relationship with the same person (even if they have not met)

If—

- **the answer to question 2 in this Part is “no”**, and
- the tenant and the person named above are **NOT in any of the relationships listed above** (in question 3 in this Part),

then the person the tenant has identified in Part 3 as the perpetrator of the domestic violence is NOT the relevant domestic violence offender for the purposes of this declaration. This means that Part 4 cannot be completed.

PART 4: Declaration by medical practitioner

I declare that:

I personally consulted with the **tenant** and the dependent child [*cross out the words “and the dependent child” if not applicable*] in my professional capacity as a medical practitioner on (date of consultation).

On the basis of information obtained from the tenant and the dependent child [*cross out the words “and the dependent child” if not applicable*], and observations made in the course of that consultation, I have formed the view that—

[Complete **EITHER** Part A **OR** Part B and cross out the Part that is not applicable]

Part A

- (name of tenant)
- is a victim of domestic violence perpetrated by the person named by the tenant in question 1 of Part 3, being the relevant domestic violence offender on/during the period [*cross out the words that are not applicable*] (approximate date on which, or period during which, the domestic violence was perpetrated).

OR

Part B

- (name of dependent child)
- is a victim of domestic violence perpetrated by the person named by the tenant in question 1 of Part 3, being the relevant domestic violence offender on/during the period [*cross out the words that are not applicable*] (approximate date on which, or period during which, the domestic violence was perpetrated).

Full name _____

Registration number _____

Signature _____

Date _____

Please keep a copy of this form and all attachments for your records.

Schedule 4 Penalty notice offences

1 Application of Schedule

- (1) For the purposes of section 203 of the Act—
 - (a) each offence created by a provision specified in this Schedule is an offence for which a penalty notice may be issued, and
 - (b) the amount payable for the penalty notice is the amount specified opposite the provision.
- (2) If the provision is qualified by words that restrict its operation to limited kinds of offences or to offences committed in limited circumstances, the penalty notice may be issued only for—
 - (a) that limited kind of offence, or
 - (b) an offence committed in those limited circumstances.

Column 1	Column 2
Provision	Penalty
Offences under the Act	
Section 22	\$440
Section 23	\$440
Section 24	\$440

Section 26(2) and (2A) in relation to a landlord	\$440
Section 26(4)	\$440
Section 28	\$440
Section 29(2)	\$440
Section 31A	\$440
Section 32	\$440
Section 33(2)	\$220
Section 34(1)	\$220
Section 35(1) and (2)	\$220
Section 36	\$220
Section 41(9)	\$440
Section 42(3)	\$440
Section 46(1)	\$440
Section 55A(1)	\$440
Section 59(1)	\$440
Section 64A(1)	\$1,100
Section 65C(8)	\$1,100
Section 105C(3)	\$1,100
Section 120(1)	\$4,400
Section 157A(4)	\$440
Section 159(4)	\$1,100
Section 160(1)	\$1,100
Section 161(1)	\$1,100
Section 162(5)	\$1,100
Section 213(3)	\$1,100
Section 213A	\$1,100
Section 215	\$440
Section 216(1) and (2)	\$440
Section 216(3)	\$220