



**AUSSIE
RENTERS**

Booklet for Tenancy

Always Start with the End in Mind

New South Wales

Residential Tenancies Act 2010 (NSW)

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We refer to all residential rental managers including the lessor and/or the lessor’s agent as the **landlord** throughout our documents.

Beginning your Tenancy - the Aussie Renters way

Looking for a property

There are many websites available to help with your search for a property. Once you have found a property to live in, screen shot the images from the Internet. In the event of a dispute, these images can be valuable. How many times do you select a decent looking house on the net and find that it is older and really nothing like the pictures. Save them using our **TERMS** and link them to your **master file note register** for easy retrieval. We have explained the process in our **Help File** if you do not know how to screenshot.

You know what you are looking for. By making a list of things you want from the property you can then tick them off when you have worked out what is suitable for you to rent. For example, you love birds, the bush, peace and quiet as well as a modern reliable property where everything works and is close to the shops/takeaways. The latest move ticks all the boxes except no one thought of a major highway being a stones throw away or the general size of the kitchen or bedrooms, as only adults live in the house, not children.

If these types of things are important, write it on the list at the end of the document, and make sure the property you are looking at suits your needs. You might find if you drive 5 minutes down the road there is another property more suitable to your needs and the extra difference means nothing to you. But if being close to work is a priority, in a major city the 5 minutes can mean 30 minutes in peak hour traffic.

Download as many applications available, if the property is suitable to your needs, take the time to complete the application or at least know what the landlord requires from you to make an application.

Scan and store your identification required and any additional documents required to support your application. As you start the application process, you can provide the supporting documentation by printing a copy, when required.

Each application can be printed with supporting documents printed and clipped together, ready to hand to the landlord at the inspection and if you change your mind, you can use the printed documents for the next written application. The supporting documents can be uploaded and attached to an email to the prospective landlord.

Online applications can leave you vulnerable to spammers, cold callers, debt collectors etc as they can gain your personal details from some of these websites. Please check the terms and conditions as well as their privacy statements prior to placing your personal details and documents online.

Once again, see our **Help File** for instructions.

Legislation with Explanation (Aussie Renters)

Looking at the landlord's behaviour and actions

While looking for a property read each advertisement and pay attention to what the landlord expects from you. If they state the electric gate will not be fixed then you know it will not be repaired. Can you ring the landlord and make an individual viewing? Did the Internet state the inspection will be conducted this date and time with no consideration for the prospective tenant? Will your new landlord be flexible or are you slotted in, fitting with their business practices?

Did you attend an "open house" inspection in a vacated property or were the tenant's valuable personal items in the house? When you decide to leave a rental property, is the landlord going to conduct open houses while you are packing, while your property is in full view of complete strangers? How did the landlord conduct himself or herself at this inspection? Were the current tenants present? Did the landlord allow you to inspect the property outside the permitted times?

Ask the prospective landlord how rent is to be paid (look for a fee free response) and enquire how many other properties they manage in the area. If they manage a few, they will examine your property from the outside every time they drive past. When looking for a peaceful property to live in, examine everything from the outside too.

Looking closely at the prospective landlord will assist you dealing with them and remember it might be for a few years. If you do like the way they are conducting business with the current tenant then try to do business with them!

Story time: Desperate for a property that would allow dogs, I made the fatal mistake of accepting a tenancy agreement with Landlord Watch Australia - 2014 Rotten Realtor. Dark and late, after work and at dinner time, the property manager arranged for me to inspect the property. Great, this one is alright, so far. Next thing you know, she bangs on the front door, I noticed the smell of dinner being cooked. The tenants had no idea of an inspection, The look of startled and annoyance on their faces. The tenants were extremely polite and permitted the inspection, while I barely looked due to intruding, big mistake.

Alarm bells and red flags should have been flapping!! Moving into this property turned out to be the biggest mistake I have ever made renting. Years later, I read the published story (the links below) and realised this property manager was using the exact same MO with all her tenants, no one escaped her escapades excluding the bed bugs!

Read the series posted on Bad Landlord Australia:

[Part 1: Fraudulent Condition Reports](#)

[Part 2: Keeping tenants browbeaten](#)

[Part 3: Bedbugs](#)

[Part 4: Two sides to every tale](#)

The interesting part of this is, the response. The unit I was renting was also freshly painted, more so after I told them what she was doing was not good enough, to come and PAINT THE ENTIRE ROOM! New carpets were laid in my dwelling and the oven was replaced, never fixed in place creating a giant hazard. According to the PM all were being painted with the ovens being replaced due to the age of the property. Personally, I found this PM the worst I have ever encountered and I fully understand what this tenant must have been suffering dealing with this woman. The experience created the first database to keep a record on her and now I have turned it into Aussie Renters.

Looking at the property

Always check out what works during the inspection. Moving in and having your first shower is not a good time to discover there is no water pressure, better still, the place has a water saving device as the showerhead.

Check the water pressure, switch the oven light on and have a quick look in. Turn any ceiling fans on, quickly just to check and see if they work, same with the lights and make sure you open the curtains and/or blinds to see if they work without issues. If there is no window coverings, see if there are any screw or nail holes, maybe a replacement is not organised...

Be suspicious if the power is turned off and you cannot switch things on. Open, close and check as much as possible. Smell the air, see if it's been closed up or had fragrances added to cover up any odours or mould.

Viewing vacant properties that are not maintained means no one else was interested in it or the applications were not good enough for the owner or the landlord/estate agent. For instance, while inspecting a two year old vacant property, the grass is up to your knees, weeds throughout the entire gardens, stains on the carpet and a hole in the wall, do you ask the landlord if these will be cleaned and repaired before you occupy the premises? If the grass is that long, the property has been vacant for a while and I think you know the answer without asking the question.

When you have found your new home, organise the mail to be redirected. It is another expense but a worthwhile one. The process will take 3 days to take effect and if NSW Fair Trading (Fair Trading) send any paperwork to you, it will be redirected, instead of going to your old address.

Australia Post redirection

Long term tenancy, a thing of the past?

Consider long term tenancy (2 years or more) if you believe the property is right for you and your family. After living for 5 years in two different properties (one with a fixed agreement signed every year and the current property, rolled over to periodic 4 years ago) the security of staying in the property for years made my life less stressful. If I knew I was going to there 5 years I would have established my vegetable and herb gardens (depends greatly on the landlord) at the beginning.

The utility companies offer better deals and depending on you contract. Cheaper electricity or NBN are offered for a year or two contracts. If you get an unreasonable/difficult real estate agent and you are evicted for no reason after your 12 month agreement is up, what do you do about NBN and the cancellation fees?

Stability is a better way to live and if the landlord seems to be a good one, consider fixing yourself in for a few years, it just might win you the property over the other applications.

Tenancy Agreements – the business side

Signing a tenancy agreement

- Read the Special Conditions and query anything you do not understand. If the landlord requires you to have the property professionally cleaned and the carpets professionally cleaned, refer to the current legislation regarding prohibited terms and request a copy of the previous tenant's receipt for any cleaning or pest control conducted prior to you moving in.
- The landlord must permit a 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) and that is reasonably available to the tenant. There are additional fees charged by third party finance companies (website based) and you provide these companies permission to debit your bank account or credit card, to pay the rent on your behalf.

Section 35 Manner of payment of rent

- (1) A landlord, landlord's agent or other person must not require a tenant to pay rent by a cheque or other negotiable instrument that is post-dated.
Maximum penalty - 10 penalty units.
- (2) A landlord or landlord's agent must permit a 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) and that is reasonably available to the tenant.
Maximum penalty - 10 penalty units.
- (3) A landlord and the tenant may, by agreement, change the manner in which rent is payable under the residential tenancy agreement.
- (4) This section is a term of every residential tenancy agreement.

Holding Fees

If the property is not available for tenancing immediately, the landlord may request a holding deposit or fee to secure the property. The landlord cannot request more than 1 week's rent.

Things to remember

- A holding fee or fee can be requested after the agreement has been signed. Do not pay this money unless you have signed the agreement first.
- The landlord cannot request more than 1 week's rent and the fee must be paid towards the rent.

Section 24 Holding fees

- (1) A person must not require or receive from a tenant a holding fee unless:
 - (a) the tenant's application for tenancy of the residential premises has been approved by the landlord, and
 - (b) the fee does not exceed 1 week's rent of the residential premises.
- (2) A person who receives a holding fee must give the tenant a written receipt setting out the following:
 - (a) the amount paid and the date on which it was paid,
 - (b) the address of the residential premises,
 - (c) the names of the landlord and the tenant.
- (3) If a tenant has paid a holding fee, the landlord must not enter into a residential tenancy agreement for the residential premises with any other person within 7 days of payment of the fee (or within such further period as may be agreed with

- the tenant) unless the tenant notifies the landlord that the tenant no longer wishes to enter into the residential tenancy agreement.
- (4) A holding fee may be retained by the landlord only if the tenant enters into the residential tenancy agreement or refuses to enter into the residential tenancy agreement.
 - (5) Despite subsection (4), a holding fee must not be retained by the landlord if the tenant refuses to enter into the residential tenancy agreement because of a misrepresentation or failure to disclose a material fact by the landlord or landlord's agent.
 - (6) If a residential tenancy agreement is entered into after payment of a holding fee, the fee must be paid towards rent.

Be certain you want to live in this property as changing your mind does not automatically guarantee your holding deposit being returned. However, if the landlord does not disclose particular information about the property, for example, the property is for sale then you can cancel the tenancy agreement and expect your holding deposit to be returned.

Ask questions and gather all documents

The tenancy agreement may have addendums and appendices that have additional requirements for your tenancy and what to do when you leave.

Things to do

- If you are unsure about anything on your tenancy agreement, ask the landlord as they are required to explain everything to you.
- Request a photocopy of the signed agreement to take home immediately.
- Request a copy of the signed agreement to be emailed.
- Receive a copy of the information statement providing further information about the property.
- Receive a copy of the body corporate by-laws, if applicable.
- If paying a holding deposit or fee, request a receipt to take home immediately.

Section 26 Disclosure of information to tenants generally

- (1) False representations
A landlord or landlord's agent must not induce a tenant to enter into a residential tenancy agreement by any statement, representation or promise that the landlord or agent knows to be false, misleading or deceptive or by knowingly concealing a material fact of a kind prescribed by the regulations.
- (2) Disclosure of sale, mortgagee actions
A landlord or landlord's agent must disclose the following to the tenant before the tenant enters into the residential tenancy agreement:
 - (a) any proposal to sell the residential premises, if the landlord has prepared a contract for sale of the residential premises
 - (b) that a mortgagee is taking action for possession of the residential premises, if the mortgagee has commenced proceedings in a court to enforce a mortgage over the premises.
- (3) Subsection (2) does not apply to a landlord's agent unless the agent is aware of the matters required to be disclosed.
- (4) Information statement to be given
A landlord or landlord's agent must give a tenant an information statement in the approved form before the tenant enters into the residential tenancy agreement.
Maximum penalty - 20 penalty units.

All the documents listed above can be scanned and stored in your **Aussie Renters TERMS** folder linking it to your **master file note register** or use our **TERMS App** recording a **Note** of items received or not received, take a picture then link it to your **master file note register** when the **File Note** arrives via email. Always start with the end in mind.

Bond, rent in advance and the keys or devices

The tenancy agreement **must be signed** before the bond and advance rent money is paid to the landlord. If you paid the bond directly to the bond authority then make sure you take the evidence with you. You can pay your bond online however you will have to contact the landlord and ask if they are registered with NSW Fair Trading. You can lodge your bond online by completing the paperwork, scanning it and lodge (upload) it with Fair Trading.

Bond is required as security or financial protection and is held with the Fair Trading for any costs that the tenant may be liable for at the end of the tenancy, if they breach the agreement. It is also security for any damage costs/outlays the owner may incur or be at a loss, due to the tenant's negligence, breaching the agreement. General wear and tear is to be taken into consideration when you apply for your bond to be refunded.

Section 157 Definitions

"rental bond" means
an amount of money paid or payable by the tenant or another person as security against any failure by a tenant to comply with the terms of a residential tenancy agreement.

Prior to receiving the keys and devices, the bond and rent in advance must be paid. Depending on how you wish to pay the rent, it may make a conflict of the 'being in advance' rule. For instance, the landlord requires the rent to be a minimum of one week in advance at all times and your pay is fortnightly. If you are paid within the first week you move in, start the fortnightly rent payments immediately. If you are paid the week after, the majority of the rent paid in advance will be used and now your rent is a few days in credit/advance.

Many people forget the rent paid in advance is debited during the first week and at the end of their tenancy, believe their rent payments are still two weeks in advance therefore decide to stop paying the rent at this point.

To be completely aware of the day you are paid until, make a written request for your rent record and ask for the copy to be provided within 7 days.

Things to remember

- Bond can be paid online directly to Fair Trading. You will need your receipt (evidence) to show the landlord.
- If paying directly to landlord:
 - Check the bond lodgement form thoroughly before signing it and ask for a copy.
 - If you paid in cash, receipts for your bond and rent in advance must be given to you immediately, unless recorded in the tenancy agreement.
- A copy of the tenancy agreement (signed by all parties) must be given to you or provided immediately after occupation.
- Receive two signed copies of the Schedule 2: Condition Report completed and signed by the landlord.
- Take a picture of the keys and devices provided on top of any documentation signed by tenants as received, even if it is just an envelope.

Section 29 Condition reports

- (1) A condition report relating to the condition of the residential premises on a day specified in the report must be completed by or on behalf of a landlord before or when the residential tenancy agreement is given to the tenant for signing.
- (2) Two copies of the condition report must be given by the landlord or landlord's agent to the tenant before or when the tenant signs the residential tenancy agreement.
- (3) The tenant must complete and give one copy of the condition report to the landlord or landlord's agent not later than 7 days after receiving it and both the landlord and the tenant must retain a copy of the report.
- (6) A condition report is to be in the form prescribed by the regulations and may be included in a prescribed standard form of residential tenancy agreement.

Section 33 Payment of rent by tenant

- (1) A tenant must pay the rent under a residential tenancy agreement on or before the day set out in the agreement.
- (2) A landlord, or landlord's agent, must not require a tenant to pay more than 2 weeks rent in advance under a residential tenancy agreement or to pay rent for a period of the tenancy before the end of the previous period for which rent has been paid. Note. A tenant may pay more than 2 weeks rent if the tenant wishes to do so.
Maximum penalty: 10 penalty units.
- (3) A landlord, or landlord's agent, must not knowingly appropriate rent paid by the tenant for the purpose of any amount payable by the tenant other than rent.
Maximum penalty: 10 penalty units.
- (4) This section is a term of every residential tenancy agreement.

At this point, we highly recommend you go directly to the property and check all the keys work as well as any remote controls or security codes/locks. The best time to take pictures is while the place is completely empty and the sun is shining. Take 30 minutes to check the place over and take photos of anything you wish to report on. If you cannot visit the property immediately, then try to be there 30 mins before the first load of furniture arrives.

TERMS App

Download a copy of our App and use it to record your Entry! We will send you an introductory letter addressed to the landlord, our Independent Entry Condition Report along with images for the landlord and a separate Tenant Report detailing all the issues you found with the property. The Entry Package can be purchased for \$40 however the use of the App to record your interactions with the rental property is free to use!

Condition and issue worksheets

Download our Aussie Renters TERMS Folders and in the Entry folder, you will find a worksheet for every room. Note you issue with the room then drag and drop up to 3 images to make your own tenancy report, all uniquely numbered making it easy for you to refer to a particular image immediately. We offer a free introductory letter too and it can be generated from our website.

If you are time poor, do a quick check, tagging the issues with a Post-It Note. You can name the bedrooms too, sticking a post-it note on the doorframe. Once you have checked everything, take pictures of the tagged items. The condition report can be completed later and as you have an idea as to how many issues there are, you can set aside the right amount of time to complete the authorised, official report.

Things to do to help protect your bond

Once you have signed the tenancy agreement, get on the internet and download a copy of the advertisement for your new home. Screenshot every advertised picture and expand the ad to show the "benefits" that go with the property.

A previous rental property my family lived in for 2 years, advertised a swimming pool for the community complex however it was not going to be built for 3 years!

Early into your tenancy

Complete and return the report

The **Schedule 2: Condition Report** is extremely important and is relied on as evidence, in the event of a bond refund dispute. You must follow the directions given in the legislation to ensure its use in supporting a dispute. Please take the time to record any issues with the property and if possible, without your personal property in the photographs, so it clearly shows walls and floors etc.

For example, if you move into a grey house with grey walls and grey carpet and the landlord noted the walls are yellow and the carpet is brown, it might be worthwhile writing a note immediately on the report. That goes for any exhaust fans in the second toilet noted as clean, undamaged and working while it does not exist, or the door-stoppers left out of the pictures. We recommend noting these discrepancies on your file note as these type of notations could be due to the landlord completing the entry condition report from pictures, either the previous tenant's or possibly by another agent giving them a hand!

Things to do to help protect your bond

- Return your completed signed entry report to the landlord within 7 days
- Take pictures of the property, preferably empty
- Two signed copies of the must provided by the landlord and you must complete both, returning one copy within 7 days and retain the other copy for your records

Bond number

A bond number is issued immediately when depositing it directly with Fair Trading however if your bond has been paid to the landlord, a receipt will be sent once your rental bond deposit has been lodged with the Fair Trading. Please ensure you make a note of this number and generate a **file note** or record it on your **1 Bond | Lease | Rent Cover**.

Section 162(3) Deposit of rental bonds

- (3) The deposit periods for a rental bond (other than a bond paid by instalments) are as follows:
- (a) for a bond paid to a landlord or a person other than a landlord's agent - 10 working days after the bond is paid or such other period as may be prescribed by the regulations.
 - (b) for a bond paid to a landlord's agent - 10 working days after the end of the month in which the bond is paid or such other period as may be prescribed by the regulations.

During your Tenancy

Record everything

Scan, save, link and file all your documents and record all the information on **file notes**. Start your tenancy with the end in mind as it is easier to locate any necessary documents if they are organised.

Inspections

Periodic inspections are a way of checking the property for damage or repairs. We do not always enjoy them because you never know what the landlord will say regarding the general state of the property.

The landlords are governed by strict rules regarding picking things up and opening cupboard doors. They are there to check the property has no holes in the wall and is clear of rubbish, lawns mowed etc. They are not there to peek into your personal life and we recommend that you have someone in attendance at the inspection, following them around the inside of your house, taking pictures of anything that maybe an issue.

During the inspection, the landlord may request you fix an item or an issue. Our **Approve repairs letter** makes a formal request seeking permission to conduct the repairs. Always take a picture of the requested repair for your records and to display in the letter.

Section 55 Access generally by landlord to residential premises without consent

- (1) A landlord, the landlord's agent or any other person authorised by the landlord may enter residential premises during a residential tenancy agreement without the consent of the tenant, and without giving notice to the tenant, only in the following circumstances:
 - (a) in an emergency,
 - (b) to carry out urgent repairs,
 - (c) if the landlord, landlord's agent or person has made a reasonable attempt to obtain entry with consent and has reasonable cause for serious concern about the health or safety of the tenant or any other person that the landlord, landlord's agent or person believes is on the residential premises,
 - (d) if the landlord forms a reasonable belief that the residential premises have been abandoned,
 - (e) in accordance with an order of the Tribunal.
- (2) A landlord, the landlord's agent or any other person authorised by the landlord may enter residential premises during a residential tenancy agreement without the consent of the tenant, after giving notice to the tenant, only in the following circumstances:
 - (a) to inspect the residential premises, not more than 4 times in any period of 12 months, if the tenant has been given not less than 7 days written notice each time,
 - (b) to carry out or assess the need for necessary repairs (other than urgent repairs) to, or maintenance of, the residential premises, if the tenant has been given not less than 2 days notice each time,
 - (c) to carry out, inspect or assess the need for work for the purpose of compliance with the landlord's statutory obligations relating to the health or safety of the residential premises, if the tenant has been given not less than 2 days notice each time,
 - (d) to value the property, not more than once in any period of 12 months, if the tenant is given not less than 7 days notice each time,
 - (e) to show the premises to prospective tenants, a reasonable number of times during the period of 14 days preceding the termination of the agreement, if the tenant is given reasonable notice each time,
 - (f) if the landlord and tenant fail to agree under section 53 to show the premises to prospective purchasers, not more than twice in any period of a week, if the tenant is given not less than 48 hours notice each time.
- (3) This section does not apply to any part of premises to which the tenant does not have the right of exclusive occupation.
- (4) This section is a term of every residential tenancy agreement.

Section 57 Limits on entry by landlord or others without consent

- (1) A landlord, the landlord's agent or other person who enters residential premises under a right to enter the premises without the consent of the tenant:
 - (a) must enter the premises between the hours of 8.00 am and 8.00 pm, and

- (b) must not enter on a Sunday or a public holiday, and
- (c) must not stay on the residential premises longer than is necessary to achieve the purpose of the entry to the residential premises, and
- (d) must, if practicable, notify the tenant of the proposed time and day of entry.
- (2) A person authorised by the landlord or landlord's agent must not enter residential premises under a right to enter the premises without the consent of the tenant unless:
 - (a) the person first obtains the written consent of the landlord or landlord's agent, and
 - (b) the person produces the consent to the tenant if the tenant is at the premises.
- (3) This section does not apply to entry:
 - (a) as agreed with the tenant, or
 - (b) in an emergency, or
 - (c) to carry out urgent repairs, or
 - (d) if the landlord forms a reasonable belief that the premises have been abandoned, or
 - (e) in accordance with an order of the Tribunal.
- (4) This section is a term of every residential tenancy agreement.

Renewing your tenancy agreement

Advise your landlord towards the end of your lease if you wish to renew your tenancy agreement. If you are happy to go onto a periodic lease, do nothing and see if the landlord requests the lease to be renewed. Many landlords are now advising to renew the agreement within two weeks or expect your lease to be terminated.

Periodic agreements may need to be negotiated. If the landlord notifies you about the re-signing of the lease, we recommend attempting to negotiate a periodic agreement but understand you may not be able to have this type of agreement. The owners insurance may require the tenant to be on a fixed term tenancy agreement to cover them in the event of a claim. Their insurance may be void if the tenancy agreement is a periodic.

If the landlord does not give you a notice to leave and you are not asked to renew your lease, you move to a periodic lease. The details listed on your previous fixed term tenancy agreement should stay the same.

Take the time to read any renewal agreement, as it is legal and binding. Inspect the paperwork to ensure no additions have been added to your agreement from the previous one as well as check the dates are correct, example: Monday 30/05/2016 to Sunday 28/05/2017.

Rent increases

Rent increases must be specified on your tenancy agreement along with the calculations for this increase. The landlord cannot write a statement, it must be a method of calculating the increase, and easy enough for you can sit down and work it out.

The rent increase does not take effect unless the notice is given at least 60 days before the increased rent is payable.

If you believe the increase is excessive, you can apply at NSW Civil and Administrative Tribunal (NCAT) and have the Tribunal Member or Adjudicator decide if the increase is too much for your property. You will need evidence to back your claim (rent is excessive) and we offer our **Evidence Gathering booklet** and the **Ending Tenancy Worksheet**. The booklet explains how to gather it by using the Internet and the worksheet provides a place to store your findings.

Section 41 Access generally by landlord to residential premises without consent

- (1) The rent payable under a residential tenancy agreement may be increased only if:
 - (a) the tenant is given a written notice by the landlord or the landlord's agent specifying the increased rent and the day from which it is payable, and
 - (b) the notice is given at least 60 days before the increased rent is payable.
- (2) This section extends to an increase in the rent payable under a residential tenancy agreement on renewal of the agreement as if the increase were an increase during the term of the agreement.
Note : Notice of a rent increase on renewal is required under subsection (1) before the lease is renewed.
- (3) A rent increase is not payable by a tenant unless the rent is increased in accordance with this section or the rent is increased by the Tribunal.
- (4) The residential tenancy agreement is varied to specify the increased rent from the date the rent is increased in accordance with this section.
- (5) Notice of a rent increase must be given by a landlord or landlord's agent in accordance with this section even if details of the rent increase are set out in the residential tenancy agreement.
- (6) Notice of a rent increase may be cancelled or varied (so as to reduce the increase) by a subsequent written notice given to the tenant by or on behalf of the landlord. Any such later notice takes effect from the date on which the earlier notice was to take effect.
- (7) Notice of a rent increase is not required to be given by a landlord or landlord's agent if the increase arises because of the end of, or a reduction in, a rent reduction.
- (8) Subsections (1)-(7) are terms of every residential tenancy agreement.
- (9) A landlord or landlord's agent must not contravene this section.
Maximum penalty: 20 penalty units.
- (10) The Tribunal must not make an order that a rent increase is not payable because this section has not been complied with unless the application for the order is made not later than 12 months after the rent is increased. If an application has not been made within that 12-month period, the rent increase is taken to comply with this section.

Repairs needed

Scan, save, link and file all your documents and record all information on the relevant file notes. Make a **new file number** for each issue or repair and every **file note** will have this number written on it until the issue has been remedied. Use our **TERMS app** to generate a repairs or maintenance letter.

If you damage anything, you must report it to the landlord and organise to have the damages repaired. The landlord may wish to inspect the damage as well as the repairs, so ensure you permit them to do so. Use our **Tenant damage letter** to report this information.

If the repairs are urgent or are an essential service then follow the legislation to have the problem resolved urgently. We offer a range of urgent repair letters with follow-ups and a breach letter to help with these issues.

Section 62 Definitions of Urgent Repairs

In this Division:

'residential premises' include everything provided with the premises (whether under the residential tenancy agreement or not) for use by the tenant.

'urgent repairs' means any work needed to repair any one or more of the following:

- (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 residential 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 residential premises to be unsafe or insecure,
- (l) any other damage prescribed by the regulations,

but does not include work needed to repair premises that are owned by a person other than the landlord or a person having superior title (such as a head landlord) to the landlord.

Section 64 Urgent repairs to residential premises

- (1) A landlord must, not later than 14 days after being given a written notice from the tenant, reimburse the tenant for the reasonable costs of making urgent repairs to the residential premises.
- (2) A landlord is required to reimburse the costs only if:
 - (a) the state of disrepair did not result from a breach of the residential tenancy agreement by the tenant, and
 - (b) the tenant gave the landlord or the landlord's agent notice of the state of disrepair or made a reasonable attempt to do so, and
 - (c) the tenant gave the landlord or landlord's agent a reasonable opportunity to make the repairs, if notice was given, and
 - (d) the tenant has made a reasonable attempt to arrange for a licensed or otherwise properly qualified person nominated in the residential tenancy agreement to carry out the repairs, if such a person is so nominated, and
 - (e) the repairs were carried out, if appropriate, by licensed or otherwise properly qualified persons, and
 - (f) as soon as practicable after the repairs were carried out, the tenant gave the landlord or landlord's agent, or made a reasonable attempt to give the landlord or landlord's agent, a written notice setting out details of the repairs and the costs of the repairs, together with the receipts or copies of receipts for costs paid by the tenant.
- (3) The maximum amount that a tenant is entitled to be reimbursed under this section is \$1,000 or such other amount as may be prescribed by regulations.
- (4) Nothing in this section prevents a tenant, with the consent of the landlord, from making repairs to the residential premises and being reimbursed for the costs of those repairs.
- (5) This section is a term of every residential tenancy agreement.

Reasonable peace, comfort and privacy

Simply put, the landlord is not to 'interrupt' your living in the property. Turning up at the property unannounced, drivebys and sending texts to tell you to mow the lawn, asking the maintenance person to report back after repairs, all the way down to lingering around after an inspection. This behaviour is considered to be imposing on your reasonable peace, comfort or privacy.

Our **TERMS App** has a designated dropdown to help gather every interruption of your peace, comfort and privacy. By recording every interaction, you can build an accurate list of all the disruptions and use the data to address the issue with the landlord or use it to back up any breach notice issued. We have not composed a letter on this topic at present however, if you have a particular problem with your landlord, please let us know and we will design a letter for you.

Section 50 Tenant's right to quiet enjoyment

- (1) A tenant is entitled to 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 (such as head landlord) of that of the landlord.
- (2) A landlord or landlord's agent must not interfere with, or cause or permit any interference with, the reasonable peace, comfort or privacy of the tenant in using the residential premises.
Maximum penalty: 10 penalty units.
- (3) A landlord or landlord's agent must 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.
- (4) This section is a term of every residential tenancy agreement.

Ending your Tenancy

Break lease agreements

Unexpected things crop up and for many reasons, a tenancy agreement can be terminated. You should negotiate this break lease agreement with your landlord. No matter how easy the landlord accepts your break lease agreement, always do your homework and try to keep an eye on the situation.

Promote the property on social media at the same time. Facebook has local groups set up to assist with the advertising of a break lease situation. For instance, ask people who showed interest in the property on Facebook, if the landlord responded and if they inspected the property. This will help you gauge whether your landlord is being proactive or laid back about your situation. Use our [Ending Tenancy Worksheet](#) to help gather additional evidence to support your break lease situation. Purchase a copy of our [Break Lease booklet](#) for further assistance.

We have heard of people being instructed to pay \$55 for a smoke detector test. If this is requested, ask for the previous tenant's copy of the paid receipt/tax invoice for this service being conducted. You want evidence that it was checked, the same way prior to you occupying the property.

Please be aware the landlord will place a hold on your bond if new tenants cannot be located prior to you vacating the property. Many do not supply your forwarding address to Fair Trading, so if a dispute is lodged claiming your bond money, you may not know because the paperwork was sent to your recently vacated address. Please be aware it is legislated that you must provide your forwarding address to the landlord.

The hold on your bond allows it to be in limbo, for months. If your bond lodgement (form 2) is not given to you to sign (completed in full) then be suspicious of their actions. Check with the Fair Trading and see if the bond lodgement form has been processed without your signature. Ask what you should do to protect your bond and check they have your correct mailing address and a contact phone number.

Vacating the property

You can give as little as 14 days notice depending on your tenancy agreement. Our [Legislation with Explanation](#) section will provide more information about moving as well as numerous links to various government and non government websites.

If you are paying your rent via a rent payment scheme, remember to cancel it at least **four (4) weeks** prior to vacating otherwise additional payments may be made. Getting your money back can be difficult, more so if the tenancy agreement has expired and the bond refund processed.

Always make a written request for a copy of your rent record (ledger) and check it thoroughly ("rent paid until" dates too) ensuring all payments made are noted as received.

[Legislation with Explanation \(Aussie Renters\)](#)

Expect inspections

Inspections can be a nuisance when unexpected and unprepared. Prospective tenants can be shown the property **during the last two (2) weeks of your tenancy** provided you are given written notice specifying the proposed date and time.

The inspections **cannot** be conducted **before 8.00 am or after 8.00 pm and it cannot be on a Sunday or public holiday**. The landlord is permitted to show a reasonable number of times during the period of 14 days preceding the termination of the agreement, if the tenant is given reasonable notice each time. If you believe the inspections are becoming too much, do not permit them. Expect reasonable peace, comfort and privacy in your premises!

Use our **Ending tenancy worksheet** to gather your own intel when exiting the rental property, it may give answers if called upon during a hearing at the Tribunal.

We recommend open houses are avoided as they leave your personal property exposed to strangers and theft. Insurance claims may be rejected as you gave permission for the open house inspections. Landlords have sufficient time to conduct as many open houses as they want after you have vacated the property.

If you have been in a domestic violence situation, your personal safety is paramount and pictures on the Internet identifying your personal property could make your location known. While on this subject, please do not accept a break lease fee or the requirement for replacing tenants, if you have an Apprehended Violence Order. Process our **Protection Order letter** and make an urgent application at your local Tribunal. The letter presents your situation to the landlord along with a **revised tenancy agreement** that provides a place for all parties to sign, including the owner.

Your landlord may or may not accept your change of circumstances due to the Apprehended Violence Order and allow you to move on without the intervention of the Tribunal. To assist with this situation, we have prepared additional information to help navigate your way through these different court environments.

Domestic and Family Violence (Aussie Renters)

Returning the keys and final inspection

If any damage happens to the property whilst you have the keys in your possession, you will be held liable. At the same time, if you have returned the keys and a storm whips up, covering the windows with debris then you would not be liable for cleaning the windows again. The legal reference used for returning the property to the landlord is “vacant possession” and when the keys are returned, vacant possession has been given to the landlord.

If you have paid additional rent and vacant possession has been given before the rent expires, you cannot go back to the property and fix the gardens up simply because you have paid additional rent. Ensure your property is clean, tidy and undamaged, inside and out before you return the keys as this is your official final day tenanting the property.

Before returning the keys and devices to the landlord, use our **TERMS App** to generate the **Keys returned receipt**. Take a picture of all the keys and devices and this will appear on the receipt. Make sure the devices are turned on to prove they are in working order. Allow 24 hours for the **Keys returned receipt** to be emailed to you. Print a copy and take it with you when returning the keys, requesting a signature from the landlord. Rent can be charged after you vacate the property if the keys have not been returned, on time.

The landlord must give you a reasonable opportunity to be present. Please attend this inspection to explain any problems that arise and to discuss if you need to rectify any issues. Our **Final inspection kit list** will help with any issues that arise.

Expect to be given the bond refund form at the time of the inspection, if not, contact the Fair Trading and seek their advice.

Another point to remember, the landlord cannot come up with new things every time they inspect the property. They are permitted to re-inspect the property if you have been given the opportunity to resolve the issues raised at the final inspection. The landlord cannot re-inspect, find new issues and request you fix them. Final means final, not revised, revisited or rechecked. However, if you have caused damage while repairing or fixing the property, you are liable for this too.

When vacating, our **TERMS App** provides a dropdown response for these new lists being presented to you. Record precisely what was given to you at the final inspection and help build a case if you need to fight for your bond refund.

Final inspection kit list

The **final inspection kit list** has been put together to assist with your final inspection you will be attending and the idea is to fit it all cleaning products into a bucket (or two). By having everything on hand at the final inspection, you can resolve any issues the landlord may find. The products listed on the **final inspection kit list** are not recommendations, just ideas of what can be included to help with the final inspection wows.

Saying that, if the final inspection is conducted two weeks after vacant possession was given, do not vacuum the property again, clean the bathrooms as mould has appeared, mow the lawns and argue the windows were clean when you returned the keys! Dust will fly around an empty building and spiders move in when it is nice and quiet.

Make sure you have pictures on hand to show the property is in a clean and tidy condition when you vacated and the landlord will know then that you are protecting your bond refund. The legislation states the final inspection must be conducted as soon as possible after vacant possession has been given. Don't get tricked into re-cleaning a property because the landlord dragged their feet doing the final inspection.

Bond refund process

The claim for Refund of Bond Money Form must be completed in full with the correct dollars written in the box before you and the other tenants sign it. If you are releasing a partial amount, write the figures in the boxes otherwise write NIL for a full refund. Never sign a blank or partially completed form.

Take the form and process your claim by scanning and emailing it to the address listed on page 2, as this is the easiest and fastest way to obtain your refund. You can also mail this form or lodge it at any Service NSW Centre. It can take up to 14 days for the money to be paid into the main tenant's nominated bank account or a cheque will be mailed to your new address.

Things to remember

- The online services provide the landlord a place to process a full tenant bond
- We recommend you seek confirmation from the Fair Trading if your full bond refund has not been deposited in your bank account within 3 days
- You **can** process the bond lodgement form without the landlord's signature
- If you do not have an online account, you will need to complete the claim for refund of bond money form
- Fair Trading's dispute process will be initiated if the form is received without all parties signatures

Legislation with Explanation (Aussie Renters)

Aussie Renters have published this document offering free assistance to the public, in an attempt to help with your tenancy matters.

This document provides information about your legal rights and obligations as a tenant however we are not providing legal advice or opinions. The government and non-government organisation links are provided to assist with more complex tenancy matters and we urge you to contact these free organisations for assistance.

Aussie Renters make no representation as to accuracy, completeness, suitability or validity of any information on this site and will not be liable for any errors, omissions, or losses, injuries, or damages arising from its display or use. We make every effort to ensure all information supplied on our website is accurate and up to date by regularly checking our content.