



AUSSIE
RENTERS

Legislation with Explanation Booklet

New South Wales

Residential Tenancies Act 2010 (NSW) (the Act)

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A list of links

Listed below are links to the different government and non-government agencies or other helpful websites that were found while researching your state.

[Aboriginal Housing Office \(NSW Government\)](#)

[Application Online Form \(NCAT\)](#)

[Bond Disputes \(NSW Fair Trading\)](#)

[Bond Fact Sheet \(Tenants NSW\)](#)

[Do Not Rent Me](#)

[Fact Sheet \(Tenants NSW\)](#)

[Homelessness Australia](#)

[Housing NSW](#)

[Housing Pathways NSW](#)

[Landlord Watch Australia](#)

[Law Access NSW](#)

[Miscellaneous Forms \(NCAT\)](#)

[National Tenancy Database \(NTD\)](#)

[NSW Civil and Administrative Tribunal \(NCAT\)](#)

[NSW Fair Trading](#)

[NSW Government](#)

[Real Estate Institute NSW \(REINSW\)](#)

[Real Estate Institute of Australia \(REIA\)](#)

[Rent payment schemes \(CHOICE article dated 22 Aug 14\)](#)

[Rental Bond Board](#)

[Rental Forms \(NSW Fair Trading\)](#)

[Rental rights \(CHOICE article dated 22 Aug 14\)](#)

[Rental rights you didn't know you had \(CHOICE online dated 24 Nov 14\)](#)

[Residential Tenancies Act 2010](#)

[Starting a tenancy \(NSW Fair Trading\)](#)

[Tenancy case studies \(NCAT\)](#)

[Tenant Help](#)

[Tenants Advice and Advocacy Services \(TAAS\)](#)

[Tenants' Rights Manual \(State Library of NSW\)](#)

[Tenant's Union of NSW](#)

Body corporate by-laws

The landlord must provide you with a copy of the applicable by-laws so you know what is and is not acceptable for 'harmonious living' in a complex situation. Generally this is provided at the back of your tenancy agreement.

If you do not receive a copy when you moved in, request a copy and make a file note. The by-laws must be provided when you move in or **within seven (7) days** and it is an offence *Strata Scheme Managements Act 1996*, not to supply them. Contact NSW Fair Trading on 13 32 20 for further information.

For more information about by-laws, see:

Strata Scheme Tenants (see By-laws and rules)
Strata Scheme Management Act 1996 - Section 186 (Legislation)

Bond and security deposits

At the start of your tenancy, slowly build up a "record" of your history by recording the contact you have with any person connected to the rental property as well as your comments. This is not for the new landlord or estate agent, it is your evidence in the event of a bond refund dispute. By starting with the end in mind, you can prepare a strong case easily. We will show you how using our Tenancy Electronic Record Management System (TERM)!

Your bond money is a security deposit for costs, which you may be liable at the end of the tenancy, if you have caused any damage and there is a loss to the owner due to negligence or damage. General wear and tear is to be taken into consideration when you apply for your bond to be refunded. If you do not damage the property, kept your rent up to date and return it clean then you are entitled to a full bond refund.

The bond is paid in advance of you moving into your new home and is to be paid prior to receiving your keys. The tenancy agreement must be signed prior to you paying the bond money. You should **not pay more than 4 weeks** rent as bond.

The landlord cannot take a holding fee, rent or rental bond if an agreement has not been signed. If you have signed the agreement, a holding fee can be taken for the property however it cannot exceed **more than 1 week's rent** and you must be given a receipt immediately. The holding fee must be credited towards rent. To ensure this has been done, make a written request for a rent record or ledger.

The Act has provisions for numerous prohibited terms which cannot be included on your residential tenancy agreement including the requirement of professional carpet cleaning, the need to take out insurance to reside at the property and if the tenant does not breach the agreement, then rent will be reduced.

You need your landlord's permission if you want to keep a pet on the premises. Your landlord cannot charge a pet bond as security for any damage the pet may cause however you are liable for any damage caused. If pets are approved then you are expected to have the carpets professionally clean and the premises fumigated upon vacating the property.

When you sign the tenancy agreement, the landlord must provide you with a tenant checklist sheet. The information sheet must be provided straightaway if the tenancy

agreement is in writing or otherwise **within 14 days** of you moving in. Once again, if the landlord did not provide the checklist, please make a file note.

When you move into your new home the rent must be kept in advance however the landlord cannot charge you more than the **equivalent of 2 weeks** rent. Rent in advance is usually paid at the same time as the bond and make sure you are given a rent receipt at the same time.

The landlord must forward the bond money as soon as practicable or **within 10 days** after it is paid. If you paid your bond to a real estate agent, they are permitted to pay your bond to the Rental Bond Board **within 10 working days** after the end of the month. **Please note:** the landlord cannot request any further security or bond because you did not comply with your tenancy agreement.

After the payment of bonds is paid, the landlord must provide you with a receipt immediately, detailing your name, address and date the bond was paid. You can also request a copy of your rental record at any time as long as you do it in writing.

The landlord must inform you if the owner is:

- putting the property up for sale
- in a contract
- if the mortgagee is taking action against the owner

At the same time, they must not induce you into signing your agreement or make any false, misleading or deceptive or conceal anything. If so, you can make a request to terminate your tenancy agreement.

Also see:

[Bond \(Legislation\)](#)

[Bond loan \(Housing NSW\)](#)

[Bond Receipt \(Legislation\)](#)

[Further Security or Bond \(Legislation\)](#)

[Holding deposit \(Legislation\)](#)

[Holding fee, rent or rental bond \(Legislation\)](#)

[Landlord must disclose \(Legislation\)](#)

[Landlord must forward Bond Money \(Legislation\)](#)

[Prohibited Terms \(Legislation\)](#)

[Rent in Advance \(Legislation\)](#)

[Rent Receipt \(Legislation\)](#)

[Rent Record \(Legislation\)](#)

[Schedule 2: Condition Report \(Form\)](#)

[Tenant Checklist - NSW Fair Trading](#)

Bond Refunds

At the start of your tenancy, slowly build up a “record” of your history by recording the contact you have with any person connected to the rental property as well as your comments. This is not for the new landlord or estate agent, it is your evidence in the event of a bond refund dispute. By starting with the end in mind, you can prepare a strong case easily. We will show you how using our Tenancy Electronic Record Management System (TERM)!

Moving is a major stress at the best of times. Finding another property to live in, cleaning the current home, moving your furniture, settling into the new home and then claiming your bond refund. If you have never had an issue with this part of moving then you will not be surfing the net in an attempt to find information to help you with getting all of your bond back.

Part of the recent changes to NSW legislation, professional carpet cleaning listed on your tenancy agreement under special conditions, has now a prohibited term and the landlord cannot enforce professional carpet cleaning unless you have “permitted pets” at the property.

If any damage has been caused to the property other than fair wear and tear, the landlord can claim the repairs from your bond however they must provide you with the quotes or invoices for these claims. They can also claim cleaning, the replacement of locks or other security devices if keys/devices are not returning, in a working order and any rent outstanding.

If you agree with the landlord

The claim for refund of bond money form must be completed in full before you and all the tenants sign it. Make sure the correct amount of bond money is written in to box at the top (if you are releasing a partial amount, write the figure otherwise write NIL for a full refund). Never sign a blank or partially completed form.

For the easiest and fastest way to obtain your refund, scan and email to the address listed on page 2 of the form. You can also mail this form or lodge it at any Service NSW Centre but make sure you scan a copy for your records first. 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.

If you disagree with the landlord

Contact NSW Fair Trading for a Claim for Refund of Bond Money form, as it cannot be downloaded from the Internet. Submit your bond refund form without the landlord’s signature and email to NSW Fair Trading via email (quickest method and important to submit your form before the landlord) and NSW Fair Trading will notify the landlord that you are claiming your bond money, in full. The landlord will have to apply to the NCAT **within 14 days** of receiving written notice and provide evidence that they have made an application at NCAT to have the dispute heard.

If the landlord does not comply with this requirement and they do not make an application at NCAT then the bond refund will be processed and paid **within 14 days**.

Also see:

[Claim for Refund of Bond Money Form \(NSW Fair Trading\)](#)
[Miscellaneous Forms and Information \(NCAT\)](#)
[Rental Bond Forms \(NSW Fair Trading\)](#)
[Prohibited Terms \(Legislation\)](#)

Inspections - for sale or moving out

Once your tenancy agreement has been terminated (by yourself wishing to vacate or the landlord decides not to renew your agreement), the landlord may wish to bring prospective tenants through, prior to you leaving. There are rules that apply to these inspections and generally the tenant has no idea what they are.

The landlord cannot enter the premises before **8am or after 8pm** and it cannot be on a Sunday or public holiday. They cannot stay longer than necessary either or interfere with your peace, comfort and privacy.

To allow prospective tenants an opportunity to view the property, the landlord can show the property to prospective tenants at any reasonable time and a reasonable number of occasions **during the last 2 weeks of the tenancy**. They must give you a reasonable amount of notice specifying the proposed date and time.

To allow prospective buyers an opportunity to conduct inspections, the landlord must not show the property **more than twice in one week**. The real estate agent must not stay longer than necessary as you are entitled to reasonable peace, comfort and privacy in your premises. For further information, see Access and Privacy (Tenants NSW) as well as a list of phone numbers for free tenancy advice.

When the tenancy ends the landlord must conduct an inspection **within 14 days**, prepare a final property condition report and provide a copy to you. The landlord must give you a reasonable opportunity to be present at the inspection. Please attend this inspection to explain any damage and to discuss if you need to rectify any issues.

Make sure you return the keys and devices to the landlord upon vacating the property and take an image of their return (or obtain a receipt). Rent can be charged after you vacate the property if the keys haven't been returned, on time.

Another thing to remember, if you have paid rent to a certain date and move out earlier, when the keys are returned, you have given the property back to the landlord and your rent is dissolved into the property. You cannot return the keys then go back to the property to fix the gardens up. There is every chance the landlord has hired someone to do it already and you will be expected to pay the bill!

Have a copy of the condition report when you moved in at the final inspection, in case you need to argue about the condition of the property when you moved in. Make sure the landlord explains why they believe you are liable for any damage that is not considered "fair wear and tear" and take images of the issues while at the final inspection.

I recommend taking a bucket full of cleaning products in case it is quicker and easier to fix any issues at the final inspection (click the link to download a copy).

Also see:

[Access and Privacy factsheet \(Tenants NSW\)](#)

[Exit checklist \(Aussie Renters\)](#)

[Final inspection kit list \(Aussie Renters\)](#)

[Prospective buyers inspecting property \(Legislation\)](#)

[Prospective tenants inspecting property \(Legislation\)](#)

[Reasonable opportunity to attend final inspection s. 29\(4\) \(Legislation\)](#)

Lessor's costs - the owner of the property

The lessor is not liable for the connection or new installations at the property except for the initial connection for electricity, water and gas services. The lessor is not required to provide telephone, television and/or the Internet connections to the premises but they are expected to maintain these facilities, unless otherwise stated in the tenancy agreement.

Also see:

[Landlord's general obligations \(Legislation\)](#)

Looking for a property

Links to the numerous rental websites

Listed below are websites that might assist in locating your next rental property. Some homes for rent (by owners) can be found on alternate websites and hopefully you will find the right place for you and your family to live. Remember to download an application prior to inspecting any property and have it ready to give to the landlord at the inspection.

[domain.com.au](#)

[homehound.com.au](#)

[onthehouse.com.au](#)

[property.com.au](#)

[realestate.com.au](#)

[realestate1.net.au](#)

[realestateVIEW.com.au](#)

[rent.com.au](#)

[thehomepage.com.au](#)

***PLEASE NOTE:** Aussie Renters has been structured around the rental property scene and the information supplied by Aussie Renters does not include rooming agreements or social housing agreements.*

For the people that are sharing:

easyroommate.com
flatmatefinders.com.au
flatmates.com.au
realestate.com.au
roomster.com
sharehouses.com.au

Consider a long term tenancy agreement

Depending on where you live, will depend on how difficult it is to find a property. There are many websites available for you to look for a home for you and your family to live in but not many will promote long term tenancy.

Have you ever thought of long tenancy, such as requesting a lease for more than a year? It comes with lots of benefits, like stability, security, savings from not moving as well as allowing your children to attend the same school and play with the neighbourhood friends. The benefits for families are enormous as well as the owner of the property.

When offering a longer term agreement, you offer a bit more security to the owner, as in, guaranteed rent for that period. It also saves them finding another tenant after a year. You know the break lease fee charges, if you break the agreement, well that's the same charge the owner must pay the agent/landlord if a new tenant is required. Every time the place is leased, the owner must pay for advertising, one week's rent and repair/clean the property if left in an undesirable state that is then guaranteed to start a bond refund dispute.

So if you are in a position to offer a long tenancy agreement, offer it as this may be the winning factor on your application that gets the place you want to call home.

Make sure you sign an agreement that does not include the wording for rent increases. Part of this offer of long term residency is to ensure you don't have an increase in rent. If they write a formula or state the rent will increase on a specified date, request it to be removed. Rent does not automatically increase each calendar year. If for instance the owner installed an air-conditioner then increase can be argued as you are now receiving an additional benefit at the property.

If you do enter a long term tenancy agreement (more than two years) and the landlord increases the rent, you have the option to terminate your agreement.

Holding deposits

The landlord cannot take a holding fee, rent or rental bond if tenancy agreement has not been signed. If you have signed the agreement, a holding fee can be taken for the property however it **cannot exceed more than 1 week's rent** and you must be given a receipt immediately and the holding fee must be paid towards rent.

If you do secure the property by a holding fee, please request a tenancy ledger or rent record within the first month to ensure the landlord has credited this to your rent.

***STORY TIME:** I was caught up in a roaring fiasco due to a previous real estate agent leaving the week's rent in the holding section of their trust account system. After many months, the agent sent a Notice to Remedy Breach as my rent was a week behind. And I paid after being bantered enough to think I had missed the weeks' payment from the beginning!*

At the end of the tenancy we moved back to the Gold Coast and I requested a tenancy ledger (to supply in my next trillion rental applications) and discovered this oddity. The balances did not show the extra weeks rent paid, if you simply looked at the bottom figure, it balanced. No auditor could find this without being overly thorough.

Many emails and phone calls were flicked back and forth until I became so frustrated that I produced an excel document with the dates clearly showing that I had paid an additional weeks' rent. QCAT could not assist in this dispute as the tenancy had well and truly finished with bond monies refunded.

There is legislation that covers this holding deposit/fee and its return to you or credit the rent. The landlord must return the holding deposit if you cancel the tenancy agreement due to the landlord not telling you the property is listed for sale or it floods regularly with every shower of rain. The Act states the landlord must return your holding deposit because of "a misrepresentation or failure to disclose a material fact by the landlord or the landlord's agent".

If you change your mind, the same section of the Act protects the landlord allowing them to retain/keep your money. When placing a holding deposit, be sure you want the property and always sign the tenancy agreement before handing your cash over.

Also see:

[Bond Fact Sheet \(Tenants NSW\)](#)

[Holding deposit \(Legislation\)](#)

[Holding fee, rent or rental bond \(Legislation\)](#)

[Rental Bond Application \(Form Online\)](#)

Mail redirection

Organising your mail to be redirected to your new address couldn't be easier. Australia Post offers an online application now as well as a list of organisations that they will notify the change of address on your behalf. If you wish to see the list of organisations, scroll to the bottom of their webpage.

[Australia Post Redirection](#)

Moving in - entry condition

When you move in, the landlord has an obligation to provide the property in a reasonable state of cleanliness as well as being in a reasonable state of repair taking into account the age and character of the property.

The landlord must provide two copies of the condition report describing the condition of the premises before or when you sign the tenancy agreement.

You must conduct an inspection of the property and indicate anything you disagree to by marking both copies. You then must return one copy **within 7 days** to the landlord to protect your bond. If you do not return an amended copy to the landlord, the law says you have accepted the report as true and accurate. When a tenancy ends, the condition report will be used as evidence if there is a dispute about the return of your bond money.

You should contact the landlord if you have not received two copies of the condition report **within 7 days** of moving into the property. If the landlord refuses or ignores your request, contact NSW Fair Trading on 13 32 20. In the meantime, download your own copy of the report from the link above to complete and return to the landlord **within 7 days** to protect your bond money.

Be thorough when completing the report. Look for everything, flick the light switches, check the light cover is clean and clear of insects, turn on appliances (oven, stove top, air-conditioning etc.), note any chips in the tiles or stained carpet, look for torn flyscreens, dirty window tracks, turn into an investigator and be as thorough as you can. It is recommended you take a picture of all the issues at the beginning of your tenancy, to support any bond refund claim at the end of your tenancy.

Also see:

[Entry checklist \(Aussie Renters\)](#)

[Landlord must provide condition report \(Legislation\)](#)

[Landlord's obligations \(Legislation\)](#)

[Rental Bond Forms \(NSW Fair Trading\)](#)

[Schedule 2: Condition Report \(Form\)](#)

[Starting a tenancy \(NSW Fair Trading\)](#)

Moving Out

So you are moving out! Download a copy of our [Exit checklist](#) and if you are breaking your lease, our **booklet** can be purchased for \$3.95 to help with ways to manage your exit. The booklet includes our **Ending tenancy worksheet** that will give you additional things to think about as well as answer. Some of our responses used to compile the **Break lease negotiation package** are taken from this worksheet.

We have broken this part into two sections, your decision to move is the first part and the landlord terminating or not renewing your tenancy agreement.

When ending your tenancy, we strongly encourage you to request a rent record from the landlord and a written reference.

Making a written request for a copy of your rent record or tenancy ledger every six (6) months is recommended and if your landlord does not respond to your written request, be sure to record this in your ledger. Not responding to a written request is punishable under the Act.

The rent record can be used as evidence showing you pay your rent regularly and on time. Having a hard copy backs your new property application immediately. Scan, save, link and file all your documents and record all information on file notes.

Your decision to terminate or end your tenancy agreement:

For people on a fixed term agreements, you must provide **at least 14 days** written notice before the end of your tenancy agreement.

There is an exception to this and that is when the landlord or their agent increase the rent within a 2 year fixed term agreement, then you can terminate your agreement however **you must provide 21 days written notice** of your intentions to vacate the property. This notice must be given before the rent increase takes effect and should be given immediately after written notice has been received informing you of the rent increase.

If you are on a periodic agreement, **you must provide 21 days written notice** when giving no reason however if it is due to **breaching** the landlord then **you can give 14 days' written notice**.

See our [Intention to vacate letter](#)

If the landlord terminates or ends your tenancy agreement:

For people on a fixed term agreement, they must provide at least **30 days written notice** at the end of your agreement.

If the property is sold, they cannot give written notice to you earlier than **30 days** of your fixed agreement otherwise it is not valid. That means if your tenancy agreement is due to expire on the 30th April then the termination notice is not valid if property has sold and the new owner wants you to vacate on the 31st January. They can give the termination on the 1st January however you do not have to vacate the property until your tenancy agreement has expired. The landlord must also give you **14 days written notice** that the owner intends to sell the property (see Inspections for further information).

If you are on a periodic agreement then the landlord or their agent must provide **90 days written notice**.

It should be noted that the landlord cannot terminate your tenancy agreement because you have taken action against them as a tenant. If you believe the landlord terminated your tenancy agreement as retaliatory action, you should make application at NCAT immediately after receiving the written notice as it can be ordered that the termination notice be cancelled and you do not have to moving out.

By saving your interactions dated chronologically, it will be easy to prepare a document to supply to the Tribunal. Make sure you have your evidence in order and pictures printed (not on a USB) or copies printed of the documents you using, the evidence you will be relying on to support your claim at the Tribunal.

Also see:

[Bond disputes \(NSW Fair Trading\)](#)

[Ending a tenancy \(NSW Fair Trading\)](#)

[Fact Sheet \(Tenants NSW\)](#)

[Landlord - Fixed term agreement \(Legislation\)](#)

[Landlord - Periodic agreement \(Legislation\)](#)

Notice to enter the property

The landlord or their agent has the right to enter the premises in certain defined circumstances. They must make a reasonable attempt to negotiate a day and time that does not unduly inconvenience you. A reasonable time is at an agreed time, between **8am and 8pm on Monday to Saturday** and not permitted on Sundays or public holidays.

- Routine inspections can be carried out at any reasonable time provided you are no more than **4 times per year** specifying the proposed date and time.
- The premises can be shown to prospective tenants at any reasonable time and on a reasonable number of occasions during the **last 2 weeks** of the tenancy provided you are given written notice specifying the proposed date and time.
- If there is an emergency no notice is required.
- If you consent immediately prior to entry no notice required.
- To carry out or inspect necessary repairs or maintain the property at any reasonable time provided you are given **2 days written notice** specifying the proposed date and time.
- The premises can be shown to prospective purchasers at any reasonable time and on a reasonable number of occasions provided you are given reasonable written notice specifying the proposed date and time. You do not have to permit entry more than twice a week.

Also see:

[Access to the property – without your consent \(Legislation\)](#)

[Information for tenants \(NSW Fair Trading\)](#)

[Limits on entry by landlord \(Legislation\)](#)

Rent increases

Rent increases must be specified in the tenancy agreement along with the calculations for this increase. The landlord cannot write a statement, it must be a method of calculating the increase, easy enough for you to sit down and work it out if you wish. The increase should not be a mystery, you can budget for the increase if necessary.

The rent cannot be increased during the fixed term unless the tenancy agreement states the increase and provides the calculations for the increase however there is no restrictions for a periodic agreement. If your tenancy agreement is for more than two years, the rent cannot be increased **more than once in a 12 months period** whether the calculations are noted in the agreement or not.

The landlord must give you **60 days written notice** before the increased rent is payable. If you believe that the increase is excessive, apply to NSW Civil and Administrative Tribunal (NCAT) **within 30 days** of receiving the written notice. Try and negotiate a more reasonable increase prior to making the application at NCAT. Our Rent Increase letter may help with the negotiations however you should diarise the cut off date just in case the landlord does not reconsider the rent increase and an application to the Tribunal is necessary.

Before making an application, research your area for current rent on properties that are the same as you are renting. Make sure you save a copy of each property you believe is the same as yours to provide to the Tribunal at your hearing. The Tribunal will not take your income into consideration, so stating you do not have sufficient funds to pay the increased rent will not be accepted. The Tribunal makes the decision as to whether the increase is too much for your property.

The Tribunal will consider the level of rent in the area, value of the property, cost of any services, value of amenities, condition of the property as well as previous rent increases.

Also see:

[NSW Civil and Administrative Tribunal \(NCAT\)](#)

[Rent increases \(Legislation\)](#)

[Rent increases \(Tenants NSW\)](#)

[Rent increases under fixed term agreements \(Legislation\)](#)

[Rent reductions \(Legislation\)](#)

[Tenant's remedies for excessive rent \(Legislation\)](#)

Rent payment options

There are many online agencies offering a great deal to the estate agent by collecting your rent money and transferring the funds to them. This kind of set up reduces the overhead cost for the estate agent or landlord and these companies are making healthy profits from the tenant by collecting fees for their service. Basically, you are paying to pay your rent!

For this reason, legislation exists stating the tenant must be offered one way of paying the rent for free and that it is "reasonably" available to the tenant. This means they cannot offer "cash paid at their office" as the fee free option. You may live 60 klms away from their office and that is not reasonable to expect you to drive there to pay your weekly rent.

These schemes may be convenient for the landlord however by using them you will incur additional fees and charges that can be expensive, costing you an extra weeks rent after a year.

Please remember, you must agree to use their scheme for it to be enforced.

Also see:

[Rent paid "fee free" \(Legislation\)](#)

[Rent payment schemes \(CHOICE article dated 22 Aug 14\)](#)

Repairs and maintenance

The landlord must maintain the property in a reasonable state of repairs taking into account how much rent you pay, the age, character and prospective life of the property, and must complete the repairs or maintenance within a reasonable time.

Please note: if you have had any goods, services or facilities withdrawn or reduced, you can apply to the Tribunal to have your rent reduced.

Security - locks and devices

As technology moves forward, so do the locking devices. And this adds to the expense of replacing them if the devices are damaged or lost. The keyless locking devices for garage doors can be purchased online however can be difficult to program or may not work at all. If you find a good universal device, use it at your property and reprogram it at the next property. Store the ones supplied by the landlord and return them unused. Make sure you write a file note up stating what date you stored the devices. At the same time, let us know where you purchased the universal device and we will be sure to let the Aussie Renters community know.

Always take a picture of the keys and devices the moment you receive them. Do it in front of the landlord, so pull them out of any sealed envelope and take a picture. We have heard some pretty good stories regarding keys, some state they have supplied the keys when they know full well the last tenant did not return them and replacing remote controls when they become faulty is not the responsibility of the tenant, it usually due to "fair wear and tear". If you do not have it documented and photographed, the landlord will attempt to make you responsible and the costs can be high.

As the remote control garage doors can be temperamental, please contact your landlord immediately if the door does not close correctly or continually opens back up when it is meant to be closed. This is considered an urgent repair due to being a security risk. Use one of our letters to generate your request for an urgent repair. If you attempt to fix the problem, you may be liable for repairing it, even if you did not cause the problem in the first place.

It is the landlord's responsibility to ensure your property is reasonable secure at all times. Locks are covered in urgent repairs section of the legislation, so depending on the circumstances, the repairs should be attended to quickly. A piece of dowel/timber can be placed in the run of any window to prevent it being opened while repairs are being organised however an unlockable front door is a total different situation.

Also see:

[**Locks and other security devices \(Legislation\)**](#)

Swimming pools and spas

When you enter the property, a valid swimming pool certificate of compliance must be provided. These certificates are only valid for three (3) years and you can check the compliance has been issued by looking up the NSW Government swimming pool registration website, entering the address of the property.

Also see:

[**Swimming pools \(NSW Fair Trading\)**](#)

[**Swimming pool registration - look up \(NSW Government\)**](#)

Tenant liabilities

When you take up occupation, you will be required to pay for the installation and connection of the utilities, i.e. telephone, television and Internet connections if they are not connected prior to moving in.

If the utility service exists the lessor is required to maintain these services and you should inform the landlord if any of the utilities is not working.

You must pay for the supply of electricity, water or gas as long as the supply is individually/separately metered. If you rent a property with a septic system, it is your responsibility to pay the charges to have it pumped out.

Also see:

[Utility charges payable by tenant \(Legislation\)](#)

Tenancy database

TICA has restrictions on whether a person/s can be listed on the tenancy database and if the listing is incorrect, the Tribunal will be able to correct it, ordering the listing be removed. The landlord should not be using TICA a blackmailing tool so any correspondence received stating you will be listed should be kept.

The Act clearly states what the landlord may or may not do when it comes to using and checking this database regarding your tenancy history or placing you on the database. The restrictions on listing a person on the tenancy database are:

- A landlord, agent or database operator must not list personal information about someone unless the person was named on the tenancy agreement and the person has breached the tenancy agreement; and
- You must owe more than the amount of the rental bond or a court/tribunal has made an order terminating the agreement; and
- The information is accurate, complete and unambiguous.

The landlord must take reasonable steps to give you a copy of the listing and provide **14 days** for you to respond and review the listing. They must consider your responses, so make sure you attempt to rectify the issues.

By requesting a copy of the listing in writing, the landlord is obliged to supply a copy for free **within 14 days** after your written request is made. You can also make the same request with TICA however this will incur a fee and this must not be excessive.

If the landlord lists you on TICA and knows the information is inaccurate, incomplete or ambiguous then they must have the listing removed or amended **within 7 days**.

You can dispute the listing by making application to the NSW Civil and Administrative Tribunal (NCAT) for the listing to be removed or amended. As soon as you become aware of the listing, make your application and understand, the Tribunal can only make an order if the information is inaccurate, incomplete, ambiguous or out of date, or the listing is unjust taking into account the reason, involvement and adverse consequences suffered by you. The Tribunal can also order compensation if you are wrongly listed.

TICA listings must be removed after 3 years in accordance to the Privacy Act 1988. If a prospective landlord finds you on TICA they are obliged to inform you at the earliest convenience or **within 7 days**.

Also see:

[Copies of listing \(Legislation\)](#)

[Landlord must supply a copy \(Legislation\)](#)

[Landlord's obligations to ensure listing are correct \(Legislation\)](#)

[Limit on period of listing \(Legislation\)](#)

[National Tenancy Database \(NTD\)](#)

[NSW Civil and Administrative Tribunal \(NCAT\)](#)

[Restrictions on listing \(Legislation\)](#)

[Tenancy database \(NSW Fair Trading\)](#)

[Tenant information \(TICA\)](#)

[The landlord must tell you that you have been listed on TICA \(Legislation\)](#)

Urgent repairs

The Act clearly defines what is considered an urgent repair. If you need supply or restoration of essential services being electricity, gas, refrigeration, waste management and water (including hot water) then the repairs must be carried out as soon as practicable of the need arising.

STORY TIME: An area of mould at the bottom of the fence was clearly seen from my kitchen window. The landlord was informed numerous times about it being extra moist during dry times. When it erupted one Sunday morning, we were told to turn the water off until the plumber could fix it. I obliged, reluctantly considering all the prior notice given about the wet patch but what got me was the plumber could not fix it till Monday. Then the repair was pushed out till Tuesday. After decades of renting on the Gold Coast, I am a little over it this kind of treatment, so I rang the plumber myself to be informed he knew nothing about the problem. He turned up promptly, fixed the pipe and charged the owner. The landlord then requested for the excess water bill to be paid and I was informed it was high due to having teenage girls, nothing to do with this event. I argued and won then received a rent increase to cover the water charges...

Other urgent repairs are those that cause damage to the property, injure a person or cause undue hardship or inconvenience. Make sure that you notify the landlord immediately and follow the request up with written correspondence. Our letters will assist the process as well as a letter informing the landlord that the repairs had been carried out and how to reimburse you.

The landlord is required to reimburse you for any expenses incurred, up to the maximum amount of \$1000. If you decide to carry out the repairs, make sure you follow the legislation requirements and have the repairs carried out by a suitable repairer, someone suitably trained, qualified and licensed. The landlord must reimburse you **within 14 days** for the reasonable costs of making urgent repairs. You must make a written request for reimbursement and supply the copy of the receipt/account.

Also see:

[Urgent repairs \(Definition\)](#)

[Urgent repairs \(Legislation\)](#)