

Tenants' Rights Factsheets

Compendium of all the main factsheets from tenants.org.au

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See individual factsheets for the date on which each was updated



TENANTS'
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Asbestos and lead

As a tenant you have rights under the *Residential Tenancies Act 2010* and *Residential Tenancies Regulation 2019*. This factsheet discusses asbestos and lead in rented premises.

Deciding what to do if your home is affected

If your home is affected by asbestos or lead, you may want to stay and minimise your exposure (for example by asking for repairs), or you may want to end your tenancy and leave. The mere presence of asbestos/lead at the premises does not cause them to be in a **state of disrepair**. However there may be situations where it is not safe for you to remain in the premises. You should check with your GP (your local doctor) for advice on health risks. You can also request a copy of any air, dust, or soil reports from the landlord/agent. These reports provide readings on the level of asbestos or lead in the premises.

About asbestos and lead

Asbestos is a mineral that was commonly used in building materials from the 1940s until 1990. It was used in walls, drains, flues, roofing and guttering. It is usually safe if it is not disturbed or damaged. **If asbestos materials are damaged and fibres are freed, they pose a health risk.**

Lead is a metal sometimes found in old paint (before 1970), dust in the roof, and soil. Lead can be harmful, especially to small children and pregnant women, for example if inhaled or ingested in the form of contaminated dust, soil, or flaking paint. Home lead paint test kits are available from hardware stores. It may be possible to get soil and dust tested cheaply by a program such as [360 Dust Analysis](#) and VegeSafe, run by Natural Science staff at Macquarie University. If you think you may have been exposed to lead, you can ask your GP for a blood test to check.

The Loose-fill Asbestos Insulation (LFAI) register

NSW premises with loose-fill asbestos insulation are kept on a publicly available register called the [Loose-fill Asbestos Insulation Register](#) (LFAI Register). The LFAI Register is maintained by NSW Fair Trading under the *Home Building Act 1989*. It is free to check online to see if a home is listed on the LFAI Register.

The landlord/agent **must disclose to you** if the premises are listed on the LFAI Register. This requirement is **ongoing** – meaning the landlord/agent must let you know of this fact prior to signing the agreement with you, or if at any time during the tenancy when the premises become listed on the LFAI Register. If the landlord/agent fails to disclose that the premises are on the LFAI Register, or if during the tenancy the premises get listed on the LFAI Register, you can end the tenancy (see “If you want to leave” below).

Rights and obligations

You must:

- keep the premises ‘reasonably’ clean
- tell the landlord about any damage to the premises as soon as possible
- not damage or permit damage to the premises deliberately or negligently – you are responsible for damage by anyone who you have allowed onto the premises
- not add or remove any fixtures or do any renovations or alterations to the premises without the landlord’s written consent (unless permitted under the tenancy agreement)
- take all reasonable steps to **mitigate loss** (limit or avoid loss)

The landlord must:

- provide the premises ‘reasonably’ clean and fit to live in
- keep the premises in ‘reasonable’ repair –
 - even if they told you about any disrepair before you moved in
 - except where the disrepair is caused by the tenant breaching the tenancy agreement
- make any repairs referred to in the original condition report
- mitigate loss

Mitigation of loss examples could include:

- tenant stops use of a room where asbestos fibres have been exposed
- landlord promptly remediates affected areas to reduce risk

If you want to stay

Take steps to reduce your exposure to asbestos/lead as much as possible. If you believe work is needed to bring your home to a state of **reasonable repair and cleanliness**, start by writing to the landlord/agent and asking them to do repairs. Bear in mind that the mere presence of asbestos/lead at the premises does not cause the premises to be in a state of disrepair. For more on repairs, see [Factsheet: Repairs and maintenance](#). You may also try to **negotiate** – see [Tips: Negotiating with the landlord](#).

You have an obligation to report any **damage** to the premises as soon as possible after becoming aware of the damage. For example, if there was storm damage and you noticed part of the ceiling is coming apart, exposing asbestos, write to the landlord/agent and insist that they arrange for repairs. Write them a letter (attaching photos where possible) telling them what needs fixing and by when. Give a clear deadline. Keep a copy of the letter and a record of any conversations as evidence that you have notified them.

If the landlord agrees to carry out the necessary repairs while you temporarily move out of the home, make a clear agreement in writing about:

- rent reduction
- how long you will be away
- who will be responsible for goods at the premises or how your goods will be stored

If the landlord does not promptly arrange repairs, you can apply to the NSW Civil & Administrative Tribunal (NCAT) for orders – see below.

If you want to leave

The **standard form tenancy agreement** contains a clause regarding **loose-fill asbestos**. If, prior to signing the tenancy agreement, your landlord/agent failed to disclose that the premises are on the Loose-fill Asbestos (LFAI) Register (see above), or if during the tenancy you are notified that the premises are listed on the LFAI Register, you may **end the tenancy** before the end of the fixed term without compensation to the landlord by giving a 14-day termination notice. If you are in a periodic agreement and want to end the tenancy, you need to give a 21-day termination notice.

If your home is in a **state of disrepair** or becomes **unusable** due to asbestos/lead contamination, you may be able to end the tenancy. However the mere presence of asbestos/lead at the premises does not cause the premises to be in a state of disrepair or unusable. There are different rules for ending a tenancy, depending on if the landlord has **breached the agreement** (for example by failing to do repairs you have requested) or not. For more about ending tenancy, see [Factsheet: You want to leave](#) and [Factsheet: Ending fixed-term tenancy early](#).

Applying to the Tribunal

The NSW Civil and Administrative Tribunal (NCAT) is an independent body which deals with certain kinds of disputes between landlords and tenants. It is not a formal court, but its decisions are legally binding. If your premises are in disrepair or unusable due to asbestos/lead, you may decide to apply to the Tribunal – for example if the landlord has failed to do repairs you have requested. Below are some of the types of orders you can seek from the Tribunal, and what you will need to show. See also [Factsheet: NSW Civil and Administrative Tribunal](#), and contact your [local Tenants' Advice and Advocacy Service](#) for advice about applying.

Applying for an order for repairs

You must be able to show that:

- the premises are not in 'reasonable' repair
- it is not your fault
- the landlord/agent knew about the need for repairs
- you told them about it (e.g. you wrote them a letter), or
- they should reasonably to have known about it (e.g. they inspected the premises)
- the landlord/agent did not get the repairs done in a reasonable time

See also [Factsheet: Repairs and maintenance](#).

Applying for a rent reduction

The Tribunal may make an order that the rent is or was excessive (up to a period of 12 months) due to a reduction or withdrawal by the landlord of any goods, services or facilities provided with the premises (e.g. part of the premises becomes unusable due to the presence of asbestos fibres or lead).

See also [Factsheet: Rent increases](#) for how to prepare an excessive rent case.

Applying for compensation

You can apply to the Tribunal for order/s that the landlord compensate you for **economic loss** such as the destruction of or damage to your belongings. You must be able to show that your loss was caused by the landlord's failure to do repairs. The Tribunal may not order compensation if you have not taken action to mitigate your losses (i.e. limit or avoid losses).

Personal injury

If someone in your household has been made ill by asbestos/lead, seek medical advice. Consult a solicitor or your local [Community Legal Centre](#) about whether to take legal action.

The NSW Civil and Administrative Tribunal is **not** the best place to take a personal injury claim – the maximum compensation it can order is \$15,000.

Evidence

At the Tribunal, you must back up your claims with evidence. This may include expert reports on the presence of asbestos/lead in the premises (e.g. from a scientist, council building/health inspector, builder). Such reports can be costly, so you may need to rely on other evidence.

The condition report is important evidence of the state of the place at the start of the tenancy. Other evidence may include:

- your tenancy agreement
- correspondence with the landlord/agent
- photos and drawings of the premises
- receipts for expenses
- printed materials such as factsheets about asbestos/lead and its effects

Outcomes of Tribunal cases

The following decisions may be useful to look at if you are considering applying to the Tribunal.

In ***Gannon v Department of Transport & Regional Services (Tenancy) [2008] NSWCTTT 793***, the Tribunal found that the landlord breached the tenancy agreement but did not order compensation due to lack of independent evidence and a delayed application.

In ***Symonds v Duncan (Tenancy) [2004] NSWCTTT 499***, the Tribunal accepted evidence of lead levels from the local council, found that the premises were unliveable for a time and ordered the landlord to compensate the tenant for some of her claimed losses.

In ***Al-Basry v Maharaj [2022] NSWCATCD 9***, the Tribunal heard an application for termination by the tenants and orders for compensation for alleged asbestos contamination and failure to disclose. No breach was found and the landlord was partially successful in cross claim for a break lease fee and rental bond claim.

In ***Charrouf v NSW Land and Housing Corporation [2023] NSWCATCD 109***, the Tribunal ordered by consent the removal of all asbestos from the kitchen, toilet and bathroom of the residential premises and payment of compensation by the landlord for breach of the tenant's quiet enjoyment and loss of enjoyment including for distress, anxiety and disappointment.

Safe work practices

The landlord should use workers with the appropriate licence or training to do repairs. In any case, workers should follow safe work practices. Contact **SafeWork NSW** for advice about safe work practices. See also:

- **Asbestos** (SafeWork NSW)
- **Stay safe from lingering lead** (NSW Environment Protection Authority)

If the work practices used are unsafe, contact SafeWork NSW (when a business or worker is being paid to do the work), or an environmental health officer from the local council (when the work is unpaid).

More info

- Factsheets: **Starting a tenancy**; **Repairs and maintenance**; **You want to leave**; **Ending fixed-term tenancy early**; **NSW Civil & Administrative Tribunal**
- Tips: **Negotiating with the landlord**
- Podcast episode: **Cracks emerge**
- NSW government: **Asbestos in NSW**
- NSW Environment Protection Authority: **Stay safe from lingering lead**

Factsheet updated January 2025

For free advice, call your local Tenants Advice & Advocacy Service:

SYDNEY:

• Eastern	9386 9147
• Inner	9698 5975
• Inner West	9559 2899
• Northern	9559 2899
• Southern	9787 4679
• South West	4628 1678
• Western	8833 0933

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• Hunter	4969 7666
• Illawarra Sth Coast	4274 3475
• Mid Coast	6583 9866
• Northern Rivers	6621 1022
• Northwest NSW	1800 836 268
• Southwest NSW	1300 483 786

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• West NSW	6881 5700
• South NSW	1800 672 185
• North NSW	1800 248 913

WEB: tenants.org.au

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Boarders and lodgers

This factsheet summarises the rights of boarders and lodgers under NSW law, including whether you are a boarder/lodger, about rent, bond and eviction.

About boarders and lodgers

Boarders and lodgers (or 'marginal renters') are renters who pay for the right to occupy residential premises but who are not covered by the *Residential Tenancies Act 2010*.

The Residential Tenancies Act excludes specific types of premises and types of agreement from its coverage. If you rent in one of the following types of premises, or under one of the following types of agreements, you will be excluded from the Residential Tenancies Act.

Types of premises which are excluded:

- serviced apartments, hotels, motels and backpackers hostels
- club premises used to provide temporary accommodation
- premises used mostly for the purpose of trade, profession, business or agriculture
- residential colleges in educational institutions (with some exceptions)

Types of agreement which are excluded:

- agreements under which a person boards or lodges with another person (e.g. in a private home)
- certain agreements to occupy refuge or crisis accommodation funded under certain government programs
- share-housing arrangements where a person sub-lets part of a premises to another without a written tenancy agreement

Unlike tenants, boarders and lodgers do not have the right to exclusive occupation of the premises – the landlord retains control over the premises.

Boarders usually get meals as part of their agreement whereas lodgers do not.

Are you a boarder/lodger or tenant?

Whether you are a boarder/lodger or a tenant will depend on how much control the landlord (or live-in manager or caretaker) has over the premises.

You are likely to be a tenant rather than a boarder/lodger, if you:

- have exclusive access to your own room (no-one else uses your room and you can lock it)

- do not get meals, linen, or cleaning as part of your agreement
- have your own cooking facilities
- do not have house rules enforced

The NSW Civil and Administrative Tribunal (NCAT) can decide whether you are a tenant or a boarder/lodger:

- if you claim rights as a tenant at the Tribunal in a dispute with your landlord, or
- if your landlord evicts you (or threatens to) and you challenge this in the Tribunal

If the Tribunal decides that it has the power to handle the matter under the *Residential Tenancies Act 2010* then you are a tenant. If not, you may be a boarder/lodger.

Note that if you rent a room in a 'registrable boarding house', you may be covered by the *Boarding Houses Act 2012*.

Whether the premises are a 'registrable boarding house' are set out in Factsheet 15: *Boarding Houses Act 2012*.

Contact your local Tenants' Advice and Advocacy Service for advice.

Paying rent

Ask for receipts when you pay rent. If the landlord will not give you receipts, keep a record such as a diary of cash payments. Or, pay by cheque or money order and keep the stubs in a book.

Bond

If you pay a bond, be sure to get a receipt.

Encourage the landlord to deposit your bond money with NSW Fair Trading. However, they are not required to by law.

Repairs and maintenance

If you live in a boarding house, you could contact the local council. Some councils have rules about the minimum size of rooms, fire regulations and 'registration' of boarding houses.

If the boarding house does not meet these rules, the council may order the landlord to do certain repairs.

If premises are unsafe, the landlord could be held responsible under the law of negligence for any personal injuries caused by them not maintaining the premises.

Write to the landlord/caretaker and tell them that you

are concerned for your safety and/or the safety of other residents or guests. Keep a copy of this letter. Get advice from a Community Legal Centre if you are injured on the premises.

If you want to leave

Give the landlord a written notice to leave according to your agreement. Keep a copy of your notice.

If your agreement does not have a notice period, give 'reasonable' notice. For example, if you pay rent weekly, give 7 days notice.

Take all your belongings with you – if not, it may be hard to get them back.

Eviction

The landlord should give you notice to leave according to your agreement, otherwise 'reasonable' notice. For example, if you pay rent weekly, they should give you at least 7 days notice.

If the landlord is evicting you because they want to change the use of the premises (e.g. from a boarding house to a backpacker hostel), contact the planning section of the local council to see if they have permission. If they do not, ask the council to investigate.

The council can also refuse permission if the change of use will mean less affordable housing in the area.

If you are being evicted, contact your local Tenants' Advice and Advocacy Service for advice.

Disputes with the landlord

How you resolve disputes with your landlord depend largely on the type of agreement you have.

If you rent a room in a 'registrable' boarding house, you may have access to dispute resolution through the *Boarding Houses Act 2012*. See Factsheet 15: *Boarding Houses Act 2012* for more information on that Act.

If your landlord is running a business (e.g. you rent a room in a hostel), you may be able to apply under the *Fair Trading Act 1987* (NSW) to the General Division of the NSW Civil and Administrative Tribunal to have your dispute heard. Contact your local Tenants' Advice and Advocacy Service for advice about this.

If your landlord is not carrying on a business (e.g. you rent a room in your landlord's house), only the courts can deal with your dispute. In most cases, you would have to apply to the Local Court.

The Tribunal can decide whether you are a tenant, boarder/lodger or a renter covered under the *Boarding Houses Act 2012*. If you commence action in the Tribunal, a landlord or caretaker may want to settle a dispute in conciliation at the Tribunal without a full hearing to decide your legal status.

See also

- Factsheets: *Boarding Houses Act 2012*, *Share housing*
- Podcast episodes: *Full House*, *Tenants Facing Additional Barriers part 1* and *part 2*: tenants.org.au/resource/renting-matters
- More resources for boarding house residents: tenants.org.au/resource/more-boarding-house-resources

Contacts

- Community Legal Centres:
phone 9212 7333, clcnsw.org.au
- NSW Civil and Administrative Tribunal:
phone 1300 006 228, ncat.nsw.gov.au
- Local Courts:
phone 1300 679 272 localcourt.justice.nsw.gov.au

Factsheet updated February 2023

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Boarding Houses Act 2012

As a tenant you have rights under the *Residential Tenancies Act 2010* and *Residential Tenancies Regulation 2019*. This factsheet explains the rights of residents of registrable boarding houses under the *Boarding Houses Act 2012*.

What the *Boarding Houses Act 2012* covers

The *Boarding Houses Act 2012* ('the Act') applies to certain types of boarding premises. The premises may be a house or flat, or a complex of premises. If the premises is covered by the Act, the premises are known as a 'registrable boarding house'.

The Act applies to boarding houses whether or not they are registered, what matters is whether they should be registered. There are two types of registrable boarding house: 'general boarding houses', and 'assisted boarding houses'.

The Act provides for occupancy agreements between boarding house proprietors and residents, and gives the NSW Civil and Administrative Tribunal (NCAT) power to deal with some disputes. See Factsheet: *NSW Civil and Administrative Tribunal* for more information on attending the Tribunal.

A boarding house proprietor is the person or company who runs the boarding house. A proprietor may own the building, but they do not have to – it is possible for a tenant of the owner to be the proprietor. A proprietor may also employ a manager to take care of daily business for them.

The Act also requires registrable boarding houses to be inspected by the local council. Assisted boarding houses are subject to further regulation by Ageing, Disability and Home Care NSW.

General boarding houses

General boarding houses are boarding premises that:

- provide boarders and lodgers with a principal place of residence
- have beds for five or more residents (not counting the proprietor, manager or any relatives of proprietor or manager if they also reside at the premises)

Almost all registrable boarding houses are general boarding houses.

Assisted boarding houses

Assisted boarding houses (previously known as licensed boarding houses, or licensed residential centres) provide

accommodation and other services to people with disability who need a high level of care.

Contact People With Disability Australia on 02 9370 3100 if you are a person with a disability looking for advice or advocacy in an assisted boarding house.

Occupancy agreements

Residents of boarding houses may have either a rental agreement or an occupancy agreement under the Act.

An occupancy agreement is the agreement between yourself and the proprietor in which you agree on things like what money you will pay, how often and which room of the boarding house you will be in.

If your occupancy agreement is not in writing, it is still enforceable, and needs to comply with the Occupancy Principles.

Who/what the Act does not cover

The Act does not cover:

- boarders or lodgers *not* living in a registrable boarding house (See Factsheet: *Boarders and lodgers*)
- hotels, motels, backpackers hostels, serviced apartments and bed-and-breakfast accommodation
- schools and premises used by educational bodies for the accommodation of students
- premises used by employers for the accommodation of employees
- refuges and crisis accommodation funded by government
- private health facilities, public hospitals, mental health facilities, nursing homes and residential care facilities
- retirement villages, residential parks, holiday parks

What the Act means for residents

The Act provides for occupancy agreements between boarding house proprietors and residents, and gives the NSW Civil and Administrative Tribunal power to deal with some disputes.

It is a term of your occupancy agreement that your accommodation is provided in compliance with the Occupancy Principles.

Your rights under the Act and Occupancy Principles

You are entitled to:

- be given a copy of the occupancy agreement
- know the rules of the boarding house before moving in
- not be required to pay a penalty for breaking either the rules of the boarding house or the agreement
- live in premises that are reasonably clean
- live in premises that are in a reasonable state of repair
- live in premises that are reasonably secure
- know how and why your agreement may be ended
- know how much notice will be given if your agreement is to end
- not be evicted without reasonable written notice
- have quiet enjoyment of the premises
- be given the opportunity to resolve disputes using reasonable dispute resolution processes
- not be charged more than 2 weeks occupancy fee as a security deposit
- receive your security deposit back within 14 days of the end of the agreement except for specific costs
- be given 4 weeks notice of an increase to the occupancy fee
- be given receipts for any money you pay to the proprietor
- be told what utilities you will be asked to pay for, and how the charges will be calculated by the time you enter into the agreement

where the proprietor has seriously breached the agreement, you might give less notice.

If the proprietor wants you to leave, and you do not want to, they must give you notice that complies with the Occupancy Principles. If it does not, you are able to apply to the NSW Civil and Administrative Tribunal for an order that they not evict you.

If the notice is valid and you are still at the premises when the notice period ends, you may be evicted by the proprietor. The proprietor does not need to apply to the Tribunal or court to evict you; they can do it themselves and, if you resist, they may use reasonable force to evict you. The proprietor can also ask the police to evict you; if you refuse, you may be guilty of an offence.

See also

- Factsheet: *Boarders and lodgers*
- Podcast episodes: *Full House, Tenants Facing Additional Barriers part 1 and part 2*: tenants.org.au/resource/renting-matters
- Occupancy Principles summary poster and more resources for boarding house residents: tenants.org.au/resource/more-boarding-house-resources

Factsheet updated February 2023

Resolving disputes in boarding houses

If the proprietor breaches a term of your occupancy agreement, or breaches an occupancy principle, you can apply to the NSW Civil and Administrative Tribunal to resolve the dispute.

The Tribunal can order the proprietor to stop breaching the agreement, to do something to fix a breach, or to pay you compensation for loss caused by that breach.

Ending Agreements

Your occupancy agreement should set out the amount of notice you are required to give before you end your occupancy agreement and move out.

If it does not, you should give notice equivalent to the period of your occupancy fee (so, for example, if you pay weekly, you would give one week's notice). In some cases, such as

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Bond

As a tenant you have rights under the *Residential Tenancies Act 2010* and *Residential Tenancies Regulation 2019*. This factsheet outlines the law in NSW about rental bonds, including ways to pay the bond, the landlord's obligations, claiming the bond, and Rental Bonds Online.

About the bond

The bond is money you pay at the start of the tenancy as security in case you do not follow the tenancy agreement. A bond is not compulsory but most landlords/agents ask for one. There are restrictions; the landlord/agent can only ask for:

- a bond in the form of money (you cannot be asked for a written guarantee, for example)
- one bond for the one tenancy agreement

The most bond you can be required to pay is an amount equal to 4 weeks rent (that is, the amount of rent you agreed to pay at the start of the tenancy).

The landlord/agent cannot require you to pay a bond to them before you sign a tenancy agreement.

The landlord/agent cannot require you to pay more (or another) bond when the rent is increased or if a new tenant moves in.

Rental Bonds Online

Rental Bonds Online is a system that allows tenants and landlords to manage their bonds. This system is provided by NSW Fair Trading, an agency of the NSW Government. Fair Trading encourages everyone to use Rental Bonds Online as it is secure and easy to use. You can make a payment through Visa, Mastercard, bpay, or bank transfer. You may lodge a bond with Rental Bonds Online before you have signed the tenancy agreement.

All landlords and agents must give you the option to use Rental Bonds Online if you want. However a landlord who requires you to use Rental Bonds Online when you do not want to may be fined \$2,200.

Find out more about Rental Bonds Online at: fairtrading.nsw.gov.au/housing-and-property/renting/rental-bonds-online

Paying the bond

You can pay the bond:

- as a lump sum, or
- in instalments starting from when you sign the tenancy agreement – if the landlord agrees

When you pay the bond, the landlord/agent must give you:

- a receipt for any payment/s you make – unless details of the payment are recorded in your tenancy agreement
- a 'Bond Lodgement' form with details about how much bond you have paid – this will be sent off with the bond

You and the landlord/agent should sign the lodgement form.

Help with paying the bond

The 'Rentstart' scheme offers help to people with low

incomes renting in the private market to pay the bond. Apply through your local DCJ Housing office.

Deposit of the bond

The landlord/agent must deposit the bond with NSW Fair Trading. For lump-sum payments:

- a landlord must deposit the bond within 10 working days after it is paid
- an agent must deposit the bond within 10 working days after the end of the month

For a bond paid in instalments, the periods for depositing the bond with Fair Trading vary according to when your instalments are made. (Contact Fair Trading for more info.)

Once the landlord/agent has deposited the bond, Fair Trading will send you a deposit notice and a rental bond number. Keep these in a safe place with your tenancy agreement.

If you do not receive a deposit notice, contact Fair Trading to find out if landlord/agent has deposited the bond. If the landlord/agent does not deposit the bond within the required period, they can be fined up to \$2,200.

Change of shared tenancy

To change the names of the tenants registered for the bond, fill in a 'Change of Shared Tenancy Arrangement' form (from Fair Trading). Have it signed by the outgoing and incoming tenants and the landlord/agent and return it to Fair Trading. Note:

- At least one of the original tenants must remain in occupation for you to use this form.
- If any of the tenants used Rentstart to help them pay the bond, you cannot use this form.
- This form cannot be used to transfer a tenancy (see Factsheet: *Transfer and sub-letting*).

Transfer of bond

You can transfer your bond to a new tenancy if:

- the same tenants are all moving to the new tenancy
- the landlord/agent of the original tenancy agrees and they are not claiming any of the bond

Fill in a 'Transfer of Bond' form (from Fair Trading). Have it signed by:

- all the tenants named on the bond deposit notice
- the original landlord/agent

Attach this form to the new 'Bond Lodgement' form.

You cannot transfer the bond if any of the tenants used 'Rentstart' to pay the bond.

Claiming the bond back

At the end of the tenancy, fill in a 'Claim for Refund of Bond Money' form from NSW Fair Trading (or use Rental Bonds Online if you used it at the start of the tenancy – see above).

If you and the landlord/agent agree about the amount to be returned, sign the completed form and have the landlord/agent sign it. Return the form to Fair Trading by post, email (bondclaims@customerservice.nsw.gov.au), or in person. Fair Trading can deposit the money into your bank account or post a cheque to your new address.

You can still make a claim if you disagree about the amount of bond to be returned to you. Fill in the form with the amount that you want paid (or use Rental Bonds Online if you used it at the start of the tenancy). You do not need the landlord's/agent's signature. Return the form to Fair Trading.

Fair Trading will give the landlord/agent written notice that you have made a claim. If the landlord/agent does not dispute it, Fair Trading will pay your claim after 14 days.

If the landlord/agent does dispute your claim, they must apply to the NSW Civil and Administrative Tribunal (NCAT) within 14 days of receiving the notice and tell Fair Trading in writing that they have done so.

The Tribunal will decide how the bond will be paid out.

When you finalise your bond, look out for an email from NSW Fair Trading asking you to participate in an **end-of-tenancy survey**. The Tenants' Union encourages all tenants to fill out this survey – to contribute to the understanding of how the rental system works.

Claim by landlord/agent

If the landlord/agent wants to make a claim from the bond without your agreement, they must give you:

- a copy of the condition report completed at the end of the tenancy agreement
- copies of estimates, quotes, invoices or receipts for work they are claiming

They must provide these to you within 7 days of making the claim.

Fair Trading will give you written notice that the landlord/agent has made the claim. To dispute their claim, you must:

- apply to the Tribunal for an order to pay all or part of the bond to you (within 14 days of receiving the claim notice – use the 'Rental Bond Application' form from the Tribunal)
- give written notice to Fair Trading that you have made the application

The Tribunal will decide how the bond is paid out.

You can still apply to the Tribunal for a refund of all or part of

the bond, even if Fair Trading has paid the landlord's claim. You must apply within 6 months after the bond is paid out.

What the landlord/agent may claim for

The landlord/agent may claim from the bond:

- the reasonable cost of:
 - repairs: if you, another occupant or a guest has damaged the premises or goods leased with the premises (other than 'fair wear and tear')
 - cleaning: if you have left any part of the premises not reasonably clean
 - replacing locks or other security devices: if you have altered, removed or added these without landlord's consent
- rent or other charges you owe under the tenancy agreement

The landlord/agent is not limited to claiming for the above. A tenant is not responsible for 'fair wear and tear.'

Bond refund to former co-tenant

On request, the remaining tenant/s must pay back a former co-tenant's bond – less any rent owed or other reasonable costs – within 14 days of the request.

This does not apply if:

- the former co-tenant's debts exceed the amount of bond money they paid, or
- the former co-tenant has been excluded from the premises by a final apprehended violence order

If a former co-tenant disagrees about how the bond is paid out to them, they can apply to the Tribunal to resolve the matter. They must apply within 6 months after the bond is paid out.

See also

- Factsheet: *NSW Civil and Administrative Tribunal*
- Bond Kit – How to secure your bond: tenants.org.au/resource/bond-kit-how-secure-your-bond
- Tips – Negotiating with the landlord: tenants.org.au/resource/negotiation-tips
- New Renters Kit: tenants.org.au/resource/nrk
- Podcasts: Getting a foot in the door, Get me outta here, Negotiation: tenants.org.au/resource/renting-matters
- Examples of 'fair wear and tear' and damage (NSW Fair Trading): nsw.gov.au/housing-and-construction/rules/fair-wear-and-tear-versus-damage-rental-properties

Contacts

- NSW Fair Trading: phone 133 220, fairtrading.nsw.gov.au
- DCJ Housing: phone 1800 422 322
- NSW Civil and Administrative Tribunal: phone 1300 006 228, ncat.nsw.gov.au

Factsheet updated February 2025

For free advice, call your local Tenants Advice & Advocacy Service:

SYDNEY:

• Eastern	9386 9147
• Inner	9698 5975
• Inner West	9559 2899
• Northern	9559 2899
• Southern	9787 4679
• South West	4628 1678
• Western	8833 0933

REGIONAL:

• Blue Mountains	4704 0201
• Central Coast	4353 5515
• Hunter	4969 7666
• Illawarra Sth Coast	4274 3475
• Mid Coast	6583 9866
• Northern Rivers	6621 1022
• Northwest NSW	1800 836 268
• Southwest NSW	1300 483 786

ABORIGINAL:

• Sydney	9833 3314
• West NSW	6881 5700
• South NSW	1800 672 185
• North NSW	1800 248 913

WEBSITE: tenants.org.au

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Disaster damage

As a tenant you have rights under the *Residential Tenancies Act 2010* and *Residential Tenancies Regulation 2019*. This factsheet is about damage to rented premises that is **neither the fault of the landlord nor the tenant** – the result of a storm, fire, flood, or other causes of such damage (e.g. a car crashes into the premises).

For short answers to common answers, see also [Tips: Renting after a disaster](#).

This factsheet applies to renters, including renters in **residential land lease communities** (sometimes called residential or caravan parks). However if you own a home in a land lease community, please see our [land lease communities factsheet on natural disasters](#).

Your safety is important

Following a disaster it is important to keep out of unsafe premises and obey directions of emergency services. If the local council finds that the premises are unsafe, you may have to leave (see 'If the premises are uninhabitable' below).

If the premises are uninhabitable

If the premises are destroyed or are wholly or partly uninhabitable, you or the landlord can give the other an **immediate termination notice** (see 'If the landlord wants you to leave' below).

If you want to dispute a council finding of uninhabitability, you should get legal advice. Start by contacting LawAccess NSW, a free service run by [Legal Aid NSW](#), on 1300 888 529. See also the Legal Aid Disaster Response Legal Service factsheet [The council wants to condemn my home – what are my rights?](#)

If you want to leave

If you want to end the tenancy, you can give a termination notice for immediate possession of the premises. **Your notice must be in writing and say that the premises are wholly, or partly, uninhabitable.** Send or deliver the notice to the landlord/agent. Give **vacant possession** of the premises by moving out and returning the keys.

Be aware that the landlord may dispute your termination notice and apply to the NSW Civil and Administrative Tribunal (NCAT) for an order that you have abandoned the premises. If the Tribunal makes the order, it may also order you to compensate the landlord.

See also:

- [Factsheet: You want to leave](#) for what is needed in a termination notice
- 'Can I leave if the property is uninhabitable?' in [Tips: Renting after a disaster](#)
- Contact your [local Tenants Advice & Advocacy Service](#)

If the landlord wants you to leave

The landlord/agent may seek to end your tenancy on the grounds that the property has become wholly or partially uninhabitable. They may give you a termination notice for immediate possession of the premises.

However a termination notice does not itself end your tenancy. If you do not leave according to the notice, the landlord/agent can apply to the NSW Civil and Administrative Tribunal (NCAT) for an order to terminate your agreement.

The Tribunal will have to decide whether the premises being uninhabitable and other circumstances justify termination of the agreement. You cannot be evicted without a termination order by the Tribunal.

See also:

- [Factsheet: Eviction – landlord ends tenancy](#)
- 'If I receive a notice of termination because the property is 'uninhabitable' do I have to leave?' in [Tips: Renting after a disaster](#)
- Get advice from your [local Tenants Advice and Advocacy Service](#)

Overpaid rent

When a tenancy agreement ends, you are no longer required to pay rent. The landlord must repay any overpaid rent within 14 days of your written request.

If it is safe and you want to stay

If it is safe and you are not prevented by council orders or emergency services, it is your home and your tenancy has not legally ended, so you can return home after a disaster. The following steps may help:

- Protect your possessions from further damage.
- Immediately tell the landlord/agent of the damage to the premises.
- Tell the landlord/agent that you intend to stay.

- Tell the landlord/agent in writing about what repairs are needed, including temporary repairs.
- Ask the landlord/agent for an immediate inspection and a written schedule of work to be done.
- Confirm your conversations with the landlord/agent in writing. This avoids confusion about what has been said and what will be done.

Rent reduction/abatement

It is important to understand that you have to pay the rent unless there is a written agreement between you and the landlord that the rent amount has changed or there are orders from the NSW Civil and Administrative Tribunal (NCAT) in place.

There are two ways rent can be decreased if you can't live in the property or use parts of it: rent abatement or rent reduction. A **rent reduction** claim requires the landlord to have done something or failed to do something and as a result services and facilities of the property have been withdrawn. In contrast, a **rent abatement** claim is made when the property becomes fully or partially uninhabitable but it is not the landlord or the tenant's fault.

Start by **negotiating with the landlord/agent in writing**. If you do not reach an agreement promptly, apply to the Tribunal for an order for that the rent reduces or abates (see 'Applying to the Tribunal' below). The Tribunal can order the landlord to repay you any overpaid rent.

The landlord is not obliged to provide or pay for other accommodation.

See also:

- 'Do I have to pay rent if I can't live at the property or if there are parts of the property I can't use?' in [Tips: Renting after a disaster](#)
- [Tips: Negotiating with the landlord](#)

Repairs

The landlord must maintain the premises in a **reasonable state of repair** – see [Factsheet 06: Repairs and maintenance](#). You are responsible for keeping the premises 'reasonably clean.'

Arguably the cleanup after a disaster is beyond the 'reasonable' standard of cleanliness required of you and will more likely to fit into the category of repair – and therefore it is the landlord's responsibility.

Urgent repairs

Urgent repairs include: serious storm, flood or fire damage, serious roof leaks, electrical faults or other damage that makes the premises unsafe or not secure. The landlord/agent should attend to urgent repairs as soon as possible. Temporary repairs can be urgent repairs (e.g. a tarpaulin over the roof).

If the landlord/agent cannot be contacted or is unwilling to do the urgent repairs, you can arrange for them to be done.

You must give the landlord/agent **written notice about the repairs, costs and copies of receipts**. They must pay you for any reasonable costs up to \$1,000 within 14 days of your notice. However, you may not be repaid if the repairs are not defined as urgent in the Residential Tenancies Act, or if you do not follow the correct process – see [Factsheet: Repairs and maintenance](#).

If the landlord does not pay, apply to the NSW Civil and Administrative Tribunal (NCAT) within 3 months for an order that they do so.

For urgent repairs, the landlord, agent or tradespeople may need immediate access to the premises without your consent – see [Factsheet: Privacy and access](#).

See also 'Surely these repairs are urgent?' in [Tips: Renting after a disaster](#).

Other repairs

You are entitled to be given **2 days notice** before the landlord/agent or their tradespeople access the premises to make repairs. Consider waiving this notice and consenting to immediate access. If the landlord/agent does not promptly attend to the repairs, apply to the Tribunal for an order (see 'Applying to the Tribunal' below).

Moving out temporarily

If you are going to move out while repairs are done, make a clear agreement in writing about:

- rent reduction (or abatement)
- how long you will be away
- who will be responsible for goods at the premises or how the goods will be stored.

Applying to the Tribunal

You can apply to the NSW Civil and Administrative Tribunal (NCAT) for one or more of the following orders:

1. that the landlord do the repairs you have specified
2. that the landlord compensate you for losses you suffered because they did not do the repairs
3. that all or part of the rent is paid to the Tribunal until the repairs are done
4. that the rent is reduced for the period that the premises are/were in disrepair
5. that the rent abates for the period the premises were (at least partially) uninhabitable

For (1), (2) and (3) you must apply within 3 months of the landlord failing to meet your deadline for repairs.

For (4) apply at any time before the end of the tenancy.

For (5) apply within 28 days of the uninhabitability occurring.

See [Factsheet: NSW Civil and Administrative Tribunal](#) and contact your [local Tenants Advice and Advocacy Service](#) for help to make an application.

Orders for repairs

You must be able to show that:

- the premises were not in reasonable repair
- you told the landlord/agent about the need for the repairs (e.g. you wrote to them) or they should have reasonably known about it (e.g. they inspected the premises)
- the landlord/agent did not make a reasonable effort to have the repairs done (they 'failed to act with reasonable diligence').

Compensation

You can apply for an order that the landlord **compensate you for economic loss**. For example:

- You had to spend money on take-away food because the kitchen was damaged and the landlord failed to fix it.
- Your belongings are destroyed or damaged because the landlord failed to fix a leaking roof.

You may also apply for an order that the landlord compensate you for the 'loss of enjoyment' you have suffered. Before you include this in your application, discuss your case with your [local Tenants Advice and Advocacy Service](#).

You must be able to show that your loss was caused by the landlord's failure to repair.

The Tribunal may not order compensation for loss you could have **avoided** (e.g. limiting water damage to your furniture by moving it from under a leak).

The Tribunal can order up to \$15,000 compensation.

Rent paid to Tribunal

The Tribunal will usually only consider this order when the landlord has not complied with a previous repairs order. You may include it in your application anyway.

Rent reduction and rent abatement

The Tribunal may make an order that the rent is, or was, excessive due to a reduction or withdrawal by the landlord of any goods, services or facilities provided with the premises.

For example: Due to storm damage, one of the rooms in the premises is unusable. The landlord fails to do repairs in a reasonable time. Apply for an order that the rent was excessive for the time you were without use of the room. Apply for both rent reduction and abatement.

If the Tribunal finds that the rent is or was excessive, it will make an excessive rent order. The order will specify:

- the amount that the rent must not exceed
- the day from which this maximum rent applies – for a period of up to 12 months.

A rent reduction claim requires the landlord to have done something or failed to do something and as a result services and facilities of the property have been withdrawn. In contrast, a rent abatement claim is made when the property becomes fully or partially uninhabitable but it is not the landlord or the tenant's fault.

See also [Factsheet: Rent increases](#) for how to prepare an excessive-rent case.

See also

- Tips: [Renting after a disaster](#), [Negotiating with the landlord](#), [Preparing for disasters as a renter](#)
- Podcast episodes: [Tenants rights and obligations after a disaster](#) and [Negotiation for renters](#)
- Factsheets: [Land lease communities factsheet on natural disasters](#), [You want to leave](#), [Eviction – landlord ends tenancy](#), [Repairs and maintenance](#), [NSW Civil & Administrative Tribunal](#)
- [Disaster Response Legal Service](#) (Legal Aid NSW), which publishes the [Tenancy and housing after a disaster handbook](#)
- [List of legal help for flood-affected communities](#) (Community Legal Centres NSW)
- [Natural disaster support](#) (Services Australia)
- [Disaster assistance finder](#) (Service NSW),
- Phone advice: contact your [local Tenants Advice and Advocacy Service](#), or the Tenants' Union Flood Hotline on 1800 566 101.

Factsheet updated February 2025

For free advice, call your local Tenants Advice & Advocacy Service:

SYDNEY:

• Eastern	9386 9147
• Inner	9698 5975
• Inner West	9559 2899
• Northern	9559 2899
• Southern	9787 4679
• South West	4628 1678
• Western	8833 0933

REGIONAL:

• Blue Mountains	4704 0201
• Central Coast	4353 5515
• Hunter	4969 7666
• Illawarra Sth Coast	4274 3475
• Mid Coast	6583 9866
• Northern Rivers	6621 1022
• Northwest NSW	1800 836 268
• Southwest NSW	1300 483 786

ABORIGINAL:

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• West NSW	6881 5700
• South NSW	1800 672 185
• North NSW	1800 248 913

WEB: tenants.org.au

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Discrimination

As a tenant in NSW you have rights under the *NSW Anti-Discrimination Act 1977* and federal anti-discrimination laws. This factsheet explains the law in NSW about discrimination and renting

What is discrimination?

Discrimination means treating someone unfairly because they belong to a particular group of people.

Unlawful discrimination

Discrimination can take many forms, including harassing or treating people unfairly on the basis of their:

- race
- sexual orientation
- gender identity (e.g. transgender)
- intersex status
- disability (e.g. physical, intellectual or psychiatric)
- marital status, or
- age (includes discrimination due to having children).

In some circumstances, it is against the law to discriminate against a person because of who they associate with.

Sexual harassment is where a person makes unwelcome sexual advances or requests to another, or unwelcome conduct of a sexual nature in a situation where such behaviour is likely to intimidate, humiliate or offend.

These types of discrimination and sexual harassment are prohibited under the following laws:

- *Racial Discrimination Act 1975* (Commonwealth)
- *Sex Discrimination Act 1984* (Cth)
- *Disability Discrimination Act 1992* (Cth)
- *Anti-Discrimination Act 1977* (NSW).

It is against the law to discriminate against people for any of the above reasons but only in certain circumstances. It is unlawful for a landlord or real estate agent to discriminate against you:

- when rental accommodation is advertised (e.g. an ad that says that people of a particular ethnic group cannot apply)
- when you enquire about the availability of advertised accommodation (e.g. an agent refuses to show a vacant rental property to two unmarried women)
- when you apply for rental accommodation (e.g. by refusing to take your application, placing you
- lower on a list of applicants, or refusing to rent the premises to you)
- while you are renting accommodation by imposing terms

or conditions which are discriminatory (e.g. limiting the people you can invite to visit)

- by ending the tenancy because of your race, sex, gender identity, sexuality, disability, marital status, or age
- by sexually harassing you in the course of being provided or offered accommodation
- by not giving you all the benefits associated with your accommodation (e.g. you live in flats with a pool and are not allowed to use the pool because you have a child with disability).

Exceptions – shared accommodation

Whether it is unlawful to discriminate in shared accommodation depends on the type of discrimination and whether you are living with the owner or their close relative and how many people you are sharing with.

Under the *Racial Discrimination Act 1975*, an act is not unlawful in relation to accommodation if sharing with the owner or their close relative.

Under the *Sex Discrimination Act 1984* and the *Disability Discrimination Act 1992*, an act is not unlawful in relation to accommodation:

- if sharing with the owner or their close relative, and
- if it is for no more than 3 people.

Under the *Anti-Discrimination Act 1977*, an act is not unlawful:

- if the tenant is sharing with the owner or their close relative, and
- if the accommodation is for no more than 6 people.

It may not be unlawful to discriminate if the accommodation is designed to meet the needs of particular groups (e.g. women, older persons, youth)
– we recommend you get advice on your specific situation.

If you are discriminated against

If you believe you have been discriminated against, you can make a complaint to the Anti-Discrimination Board of NSW (ADB) or the Australian Human Rights Commission (AHRC). You can only choose one jurisdiction to lodge the complaint and in some cases, you cannot change your mind after lodging the complaint.

You have 12 months from the date of the unlawful

discrimination to make a complaint to the ADB and 6 months to make a complaint to AHRC. Contact the ADB or AHRC for up-to-date advice about how to make a complaint and the time it will take to sort it out. Do not delay.

ADB staff can help to put your complaint in writing. The ADB can also deal with complaints urgently, if necessary.

You can also contact your local or a specialist Community Legal Centre for legal advice.

The complaints process

Written complaints to the ADB are investigated by a conciliation officer. They may ask you for more written information, or talk to you by phone or in person. They will ask the landlord or real estate agent to respond to your complaint.

If the ADB finds that there is a basis for your complaint, it may propose a conciliation conference where both sides meet with the conciliation officer to try to work out a solution to the complaint. This may include a written apology and/or compensation.

If you cannot come to an agreement, the matter may be referred to the Administrative and Equal Opportunity Division of the NSW Civil and Administrative Tribunal (NCAT) for more formal proceedings.

AHRC has a similar process. If you cannot come to an agreement, the matter may go to the Federal Circuit Court (FCC) for more formal proceedings.

Tribunal proceedings

Tenancy proceedings of the NSW Civil and Administrative Tribunal (NCAT) do not take unlawful discrimination into account.

The FCC can make different decisions to those that the Tribunal can make.

The Tribunal is less formal, easier to navigate and usually, each party pays their own costs. The FCC is more formal, has technical rules and if you are unsuccessful, you may have to pay the other party's costs.

It is important to seek advice before lodging a complaint.

Contacts

- Anti-Discrimination Board of NSW: phone 9268 5544 (Sydney), 4224 9960 (Wollongong), 4926 4300 (Newcastle), free call 1800 670 812
- Australian Human Rights Commission: phone 1300 656 419, TTY 1800 620 241, complaintsinfo@humanrights.gov.au
- Community Legal Centres NSW: phone 02 9212 7333, <https://www.clcns.org.au>
Centres specialising in discrimination law:
 - Disability Discrimination Legal Centre: phone 9310 7722, free call 1800 800 708, TTY 1800 644 419
 - Kingsford Legal Centre: phone 9385 9655

Factsheet updated July 2021

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• Inner West	9559 2899
• Northern	9559 2899
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TENANTS' UNION
OF NEW SOUTH WALES

Domestic violence and renting

Everyone deserves a safe home. Tenancy law can help victim-survivors of domestic violence in a number of ways. This factsheet summarises the options for tenants who are victim-survivors of domestic violence, including ending your tenancy using a **Domestic Violence Termination Notice**.

Your local Tenants Advice and Advocacy Service can give you advice about staying at or leaving your rented home. Tenant Advocates prioritise survivors of domestic violence. Advice is free and confidential. (See contact details below.)

Tenants have rights under the *Residential Tenancies Act 2010* and *Residential Tenancies Regulation 2019*. If you are a sub-tenant without a written agreement in a share-house, a lodger or a guest, then you are probably covered by different laws – please seek advice from your local Tenants' Advice and Advocacy Service. For more information please also see our [Domestic violence and renting – Supplementary Guide](#).

What is domestic violence?

Domestic violence (DV) is when someone you are in a relationship with, or were in a relationship with, or a member of your family, tries to hurt or control you. Examples of domestic violence include physical, emotional, financial, sexual or verbal abuse, isolating you from your family and friends, or damaging your property. Domestic violence can also include coercion and control. For more information about DV see the resources at [Women's Legal Service NSW](#).

I need to leave immediately

If you or your children are in danger and need to leave immediately, you can access crisis accommodation. You can call:

- Link2Home – **1800 152 152**
- NSW DV line – **1800 65 64 63**
- 1800RESPECT – **1800 737 732**

Your safety is of the highest importance. Tenancy laws have DV provisions which can help a victim-survivor to end their tenancy agreement.

I want to end my tenancy

If you or your child have experienced domestic violence, you can end your tenancy immediately by giving the landlord/agent and any other co-tenants a **Domestic Violence Termination Notice (DVTN)** and **vacating the property**. You will not have to pay any break lease fees. You can use our [sample DVTN – Ending tenancy due to domestic violence](#).

For the DVTN to be valid, you will need to **attach one of the following documents** when you give it to the landlord/agent. You do not need to attach it to the DVTN you give to any other co-tenants:

- a [Declaration by Competent Person](#) (NSW Fair Trading); or
- if you are not a victim-survivor of domestic violence, but your **dependent child** is, you can use a [Declaration by Competent Person for Tenant's Dependent Child](#) (NSW Fair Trading); or
- an **Apprehended Domestic Violence Order** (ADVO) (provisional, interim or final or made by a different state or New Zealand) protecting you from the domestic violence offender; or
- a certificate of conviction of the domestic violence offender; or
- an injunction made by a family law court protecting you from the domestic violence offender.

A Declaration by a Competent Person is usually the most straightforward way to get a document to support a DVTN.

A **Competent Person** is:

- a registered health practitioner, for example your GP or psychologist;
- a registered social worker;
- an employee of a NSW government agency that provides child welfare services;
- an employee of a non-government agency receiving government funding to provide domestic violence or sexual assault service or refuge or emergency accommodation; or
- a Victims Services approved counsellor.

For more information about how to complete the Declaration by Competent Person see our [Domestic violence and renting – Supplementary Guide](#).

You can give your DVTN by hand, post or email. Give the DVTN to the landlord/agent (and other co-tenants if there are any) as soon as possible, and leave the premises. Once you have given them the DVTN and vacated the premises, your tenancy agreement ends, and you are no longer responsible for rent. If it is safer, you can leave first then serve the notice.

Other methods for ending tenancy are outlined in our [Domestic violence and renting – Supplementary Guide](#), [Factsheet: You want to leave](#) and [Factsheet: Ending fixed-term tenancy early](#).

I want to stay

If you want to stay in your tenancy, it's a good idea to get advice. You can call:

- NSW DV line – **1800 65 64 63**
- 1800RESPECT – **1800 737 732**
- Women's Legal Service – **(02) 8745 6999**
- Your local Tenants Advice and Advocacy Service – phone numbers below and at tenants.org.au/get-advice

If the domestic violence offender is doing things to make you feel afraid, you can ask the police to apply for an **Apprehended Domestic Violence Order (ADVO)** to protect you. An ADVO will not necessarily **exclude** the offender from the property. If you want to exclude the offender from the property, it is important to make sure that **the specific address of the property is stated** in the orders. The perpetrator's tenancy will be ended by a final ADVO which excludes them from the premises.

If you are the **head tenant**, or the only tenant named on the lease, then you can end the offender's tenancy. For more information see our [Domestic violence and renting – Supplementary Guide](#).

If you are a **co-tenant** or **sub-tenant**, and a final ADVO is made that excludes the offender from your home address, their tenancy will end automatically – even if they were named as a tenant on the lease.

If you do not have an ADVO that excludes the offender from your home address, you can apply to the **NSW Civil and Administrative Tribunal (NCAT)** for an order ending the offender's tenancy due to special circumstances of your case.

If the offender is excluded from your home, and **you are not named on the lease**, you can ask your landlord to sign a tenancy agreement with you. If they refuse, you can apply to the Tribunal for an order that you be recognised as a tenant.

If you are applying to the Tribunal, it's a good idea to get advice from your local Tenants Advice and Advocacy Service.

For more information on options for staying in your tenancy, if you are a co-tenant or sub-tenant, see our [Domestic violence and renting – Supplementary Guide](#).

Could I be put on a tenant database?

If you end your lease by giving a Domestic Violence Termination Notice (DVTN), the landlord cannot list you on a 'bad tenant' database or 'blacklist'. The landlord/agent also cannot disclose any information in the DVTN to anyone. Even if you do not use a DVTN, there are restrictions on database listings. For more information, see [Factsheet: Tenant Databases](#).

What if there was property damage?

If damage was done during an incident of domestic violence, only the offender can be held responsible for that damage. The victim-survivor (and other tenants who are not the DV offender) are not responsible. This is the case whether or not the offender is a tenant.

It is a good idea to inform the landlord in writing about the damage. You may need to keep evidence, such as a DVTN, photos, police report, or a report from a support worker or medical professional. If police attend the premises due to DV, record their names and the event number.

What about the bond?

When you claim your share of the bond at the end of a tenancy, as a victim-survivor you are not liable for damage done during a DV incident. Your landlord should not make a claim on your bond for costs related to a DV incident, but it is important to have evidence to support your bond claim if it is contested. Keep a record of the DV incident, including photos and reports from police or social workers, and if police attend the premises due to DV, record their names and the event number.

You may be liable for other claims made by the landlord (e.g. unpaid rent or property damage not related to DV). Your local Tenants Advice and Advocacy Service can give you advice about what to do if your landlord tries to claim on your bond (contact details below).

If you are a **co-tenant** and you have left the property, you can make a written demand of your former co-tenant for payment of your share of the bond. You must give them 14 days to pay. If they do not pay, after the 14-day period expires, you have 28 days to apply to the Tribunal to try and resolve the issue legally. **Sub-tenants** covered by the Act can apply to the Tribunal for bond orders against their head-tenant. See [Factsheet: Bond](#).

What about goods left behind?

If a victim-survivor leaves goods behind, such as furniture or personal items, it may be possible to get the goods back. Get advice from your local Tenants Advice and Advocacy Service about your legal options as soon as possible, as time limits for claiming your goods can be very short (contact details below). See [Factsheet: Goods left behind](#).

If the offender has left goods behind after their tenancy has ended, the landlord must provide them with formal notice before disposing of their goods. See [Factsheet: Goods left behind](#). It is important to always prioritise your safety and to seek assistance from police if you feel unsafe or threatened as a result of the offender's belongings or any requests to return them.

In some situations, it may be possible to get a **police escort** to retrieve goods left behind – get advice from a service such as [Women's Legal Service NSW](#).

Can I change the locks?

As a victim-survivor, you can change the locks if the offender's tenancy was terminated or they were excluded from your home by an ADVO. You can also change the locks in an emergency, for example, if the offender has threatened to hurt you or your child. You may be able to get assistance to change the locks, and improve home security, via [Staying Home Leaving Violence](#) (NSW Government). If the offender still has the right to live in the property, you should get advice before changing the locks.

If you change the locks you should provide copies of the new keys to your landlord within 7 days.

See also [Factsheet: Locks and security](#).

Where can I get help with pets?

These services may be able to help with pets in situations of domestic violence:

- **Paws + recover** – support to share the care of pets during a health crisis difficult times pawsandrecover.com
- **Lucy's project** – national organisation working to improve access to supports for people and animals experiencing domestic violence lucysproject.com.au
- **RSPCA Community Domestic Violence program**, phone: (02) 9782 4408. rspcansw.org.au/what-we-do/working-in-communities/community-domestic-violence-program

More information

Tenants' Union sample Domestic Violence Termination Notice: [Ending tenancy due to domestic violence](#)

Tenants' Union [Domestic violence and renting – Supplementary Guide](#).

Tenants' Union factsheets, [You want to leave, Eviction – landlord ends tenancy](#), [NSW Civil and Administrative Tribunal](#), [Share housing](#), [Ending tenancy early](#), [Goods left behind](#), [Locks & security](#), [NSW Civil & Administrative Tribunal](#)

Tenants' Union podcast episode: [Get me outta here](#).

NSW Fair Trading sample Domestic Violence Termination Notices: [From tenant to landlord](#), [From tenant to each co-tenant](#) and [For tenant's dependent child](#).

Social housing tenants: [Domestic and Family Violence: Housing Factsheet](#) (DCJ Housing).

Government supports: [Start Safely](#), [Victims Services](#) and [Staying Home Leaving Violence](#).

Contacts

NSW Domestic Violence Line (24 hours): 1800 65 64 63

1800RESPECT (24 hours): 1800 737 732

Tenants Advice and Advocacy Services: phone numbers below and at tenants.org.au/get-advice

Community Legal Centres: clcnsw.org.au

Women's Legal Service NSW: wlsnsw.org.au 1800 810 784

Wirringa Baiya Aboriginal Women's Legal Centre: wirringabaiya.org.au 1800 686 587

Factsheet updated January 2025

For free advice, call your local Tenants Advice & Advocacy Service:

SYDNEY:

• Eastern	9386 9147
• Inner	9698 5975
• Inner West	9559 2899
• Northern	9559 2899
• Southern	9787 4679
• South West	4628 1678
• Western	8833 0933

REGIONAL:

• Blue Mountains	4704 0201
• Central Coast	4353 5515
• Hunter	4969 7666
• Illawarra Sth Coast	4274 3475
• Mid Coast	6583 9866
• Northern Rivers	6621 1022
• Northwest NSW	1800 836 268
• Southwest NSW	1300 483 786

ABORIGINAL:

• Sydney	9833 3314
• West NSW	6881 5700
• South NSW	1800 672 185
• North NSW	1800 248 913

WEB: tenants.org.au

NSW FAIR TRADING: 13 32 20

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Ending fixed-term tenancy early

As a tenant you have rights under the *Residential Tenancies Act 2010* and *Residential Tenancies Regulation 2019*. This factsheet sets out your legal options if you want to end a fixed-term tenancy agreement early in NSW. **Please note** that this factsheet is about ending a **fixed-term tenancy** (an agreement for a set period of time, e.g. 12 months). If you are in a **periodic tenancy** (an ongoing agreement where the fixed-term has expired or is not specified), please see [Factsheet: You want to leave](#).

Leaving during a fixed-term

If you need to leave a fixed-term tenancy before it ends, you have options. You can:

- end your tenancy agreement for certain **legally specified reasons**; or
- **break** your tenancy agreement – end it without a legally specified reason (a break fee may apply); or
- **transfer** your tenancy to someone else (you need the landlord's written consent).

Each of these options is discussed below.

It is best to get advice before taking action to end your tenancy. You can contact your local Tenants Advice and Advocacy Service (contact details below).

Legally specified reasons to end a fixed-term tenancy

If you end your tenancy for one of the **legally specified reasons outlined below**, you do not have to pay a break fee.

To end your tenancy in one of these ways, you must:

- give the landlord/agent a written **termination notice**, and **vacate** (i.e. move out and return the keys), and/or
- apply to the NSW Civil & Administrative Tribunal (NCAT) for a **termination order**. If the Tribunal makes the order, it will end your tenancy and specify the day by which you must vacate.

The **termination notice** must be in writing, signed by the tenant and say the address of the premises, the day by which you will vacate (check how much notice is required), and the reason.

You must **properly send or deliver the notice** to the landlord/agent, either by email (to an email address specified by the landlord/agent for the service of documents of that kind); or by post; or by hand (in an addressed envelope to a mailbox at their home or business address); or in person.

Keep a copy of the notice and record how and when you sent or delivered it. If you post the notice, allow 7 working days for delivery. You can withdraw the termination notice at any time with the landlord's (and any co-tenants') consent.

Ending tenancy early due to breach of agreement

If your landlord/agent has **breached** the tenancy agreement, it's a good idea to get advice from your local Tenants' Advice and Advocacy Service about what action to take. As an **alternative to terminating**, you could apply to the Tribunal for an order that the landlord/agent fix the breach (e.g. they do repairs you have requested) or that they stop breaching the agreement (e.g. they stop interfering with your privacy).

If you want to terminate your tenancy agreement due to breach by the landlord, you can either:

- give a minimum 14-day termination notice that says it is for breach of agreement, or
- apply to the Tribunal for a termination order (see below).

If you give a termination notice for breach of agreement, the landlord/agent may apply to the Tribunal to dispute your notice. If the Tribunal finds that the landlord/agent has fixed the breach, or that the breach was not serious enough to justify termination, it may cancel your notice and you may be found to have 'abandoned' the premises (see 'breaking the agreement' below).

Applying to the Tribunal for a termination order for breach

If you want the Tribunal to make a termination order for breach by the landlord/agent, you must apply **within 3 months after you become aware of the breach**. The Tribunal may make the order if it finds that:

- a) the landlord/agent breached the agreement, and
- b) the breach is sufficient to justify termination.

When deciding (b), the Tribunal will consider: the nature of the breach, any previous breaches, whatever the landlord/agent did to fix the breach, whatever you did about the breach and the history of the tenancy. If the Tribunal does not make the order, your tenancy will continue.

Ending tenancy early due to domestic violence

If you or your dependent child have experienced domestic violence, you can end your tenancy immediately by giving the landlord/agent and any other co-tenants a **Domestic Violence Termination Notice (DVTN)** and vacating the property. You

will not have to pay a break fee. You can use our [sample DVTN – Ending tenancy due to domestic violence](#).

For the DVTN to be valid, you will need to attach a document such as a **Declaration by Competent Person**, or an **Apprehended Domestic Violence Order**, or certain other evidence. For more information, see [Factsheet: Domestic violence and renting](#).

If you are the **remaining co-tenant** in a fixed-term agreement after another co-tenant has ended their tenancy due to domestic violence; and you are not the relevant domestic violence offender; you can apply to the Tribunal to end your tenancy.

Ending tenancy early due to premises being unusable

Give an immediate termination notice and vacate if the premises:

- are destroyed or become wholly or partly unliveable (e.g. due to fire or flood – not due to breach of agreement), or
- can no longer be lawfully used as a residence, or
- are acquired by compulsory process (e.g. the government takes the land to build a freeway).

Ending tenancy early due to a rent increase in a 2-year or more fixed term

If you have a fixed-term agreement of **2 years or more**, the landlord/agent can raise your rent once in a 12-month period, with 60 days proper written notice (see [Factsheet: Rent increases](#).) However, even if the landlord/agent gives you proper notice, you have the option to end the agreement – give a minimum 21-day termination notice and vacate. The notice must say that it is because the landlord/agent has increased the rent during the fixed term; and you must give it to the landlord/agent before the rent increase takes effect.

Terminating due to breach of disclosure requirements

If the landlord/agent failed to disclose to you certain legally specified **material facts** prior to you entering the agreement, or if they made false representations to induce you to enter into the agreement, you can either:

- Give a minimum 14-day termination notice that says the landlord has breached disclosure requirements. The landlord/agent may apply to the Tribunal to dispute your notice. If the Tribunal does not agree that the landlord/agent has breached the disclosure rules, it may cancel your notice and the tenancy will continue, or order you to pay compensation.
- Apply to the Tribunal for a termination order and compensation because you suffered loss as a result of the landlord/agent's contravention of the disclosure rules (e.g. costs of relocation). The Tribunal will determine whether the breach of the disclosure rules are, in the circumstances of the case, sufficient to justify termination.

For a list of the legally specified material facts that the landlord/agent must disclose to you, see [Factsheet: Starting a Tenancy](#). It's also a good idea to get advice from your local Tenants Advice and Advocacy Service.

Ending tenancy early due to extraordinary grounds

Give a minimum 14-day termination notice on any of the following grounds:

The landlord wants to **sell the premises and they did not tell you this before entering into the tenancy agreement** – sample letter: [Ending tenancy due to sale of premises](#).

You've been offered and accepted a place in **social housing** – sample letter: [Ending tenancy due to offer of social housing](#).

You need or have accepted a place in an **aged-care facility**.

The landlord failed to disclose to you that the premises were listed on the **Loose-filled Asbestos Insulation (LFAI) Register** prior to you entering into the agreement, or the premises have been listed on the LFAI Register during the tenancy.

Vacate according to your notice. You will not have to pay a break fee.

Ending tenancy early due to undue hardship

Apply to the Tribunal to terminate your fixed-term agreement if there are **special circumstances** and continuing the tenancy would cause you undue hardship.

The Tribunal will consider evidence of your circumstances (e.g. finances or health) and those of the landlord. If it makes the order, it may also order that you pay the landlord compensation for breaking the fixed-term tenancy early.

Breaking the agreement

If you want to end the tenancy without using one of the legally specified reasons above, you need to **break the agreement**. There is no notice period, but it is reasonable to give some warning. Write to the landlord/agent and include your name, the address of the premises, and the date you will **vacate** (i.e. move out and return the keys). See our sample letter – [Ending tenancy early](#). You do not need the landlord's consent – you end your tenancy by vacating. (The law calls this 'abandoning' the premises.) You must pay rent until the day you vacate. In addition to paying rent until you vacate, a **break fee** will apply.

How much is the break fee?

For fixed-term tenancy agreements of 3 years or less, the break fee is regulated and fixed to the following amounts, depending on which part of the fixed term period you are in:

- If you have been in the tenancy for less than 25% of the fixed term: 4 weeks rent
- If you have been in the tenancy for 25% to less than 50% of the fixed term: 3 weeks rent
- If you have been in the tenancy for 50% to less than 75% of the fixed term: 2 weeks rent
- If you have been in the tenancy 75% or more: 1 week's rent

You may be able to **negotiate** with the landlord – write to them and tell them you want to leave and how much notice you are able to give (if any). They may agree to waive the break fee. Discuss whether the landlord will claim from your bond. For information on how to claim your bond and what the landlord/agent may claim for, see [Factsheet: Bond](#). Put any agreement you reach with the landlord/agent in writing. See also [Tips: Negotiating with the landlord](#).

To break a fixed-term agreement with an initial contract length of **more than 3 years**, check the terms of your agreement. It's a good idea to get advice from your local Tenants Advice and Advocacy Service (contact details below). You may have to pay 'compensation' to the landlord to cover advertising costs, re-letting fees, and lost rent until a new tenant is found. Your agreement may set a break fee, but the landlord must still make sure they don't claim more compensation from you than they actually lost. They also need to take all reasonable steps to reduce (or 'mitigate') their loss. Keep communicating with the landlord/agent to check if they have been looking for new tenants.

Transfer of tenancy

A tenancy can be transferred from one person to another, with **written consent** from the landlord. The landlord may refuse, and does not need to have a good reason to withhold consent. However, the landlord must not 'unreasonably' refuse consent if the tenants taking over the tenancy include **one of the original tenants and one or more additional tenants**.

See [Factsheet: Transfer and sub-letting](#).

See also

- Factsheets [You want to leave](#); [Bond](#); [NSW Civil & Administrative Tribunal](#); [Domestic violence and renting](#); [Transfer and sub-letting](#); [Goods left behind](#)
- Tips: [Negotiating with the landlord](#)
- Easy read fact sheet: [Moving out](#)
- Podcast episode: [Get me outta here](#)

Factsheet updated August 2024

For free advice, call your local Tenants Advice & Advocacy Service:

SYDNEY:

• Eastern	9386 9147
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• Northern Rivers	6621 1022
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Eviction – landlord ends tenancy

Being told to leave your rental home is stressful. As a tenant you have rights under the *Residential Tenancies Act 2010* and *Residential Tenancies Regulation 2019*. This factsheet summarises the law in NSW about evictions and what a landlord/agent must do to end a tenancy legally. This factsheet covers: Is the termination notice valid? What reasons can the landlord use to end my tenancy? How much notice must the landlord give me? What if the reason given is not genuine? Eviction – what can I do? And what if I want to leave before the date given by the landlord?

From 19 May 2025, 'no grounds' evictions are unlawful in NSW. This means that the landlord must have a **valid legal reason** to end your tenancy.

If the landlord wants you to leave, they must **end your tenancy agreement** (commonly called a 'lease'). In most cases, the landlord/agent must give you a valid **termination notice**, which has to include the **proper number of days notice**, a **valid reason** for ending the agreement, and **evidence**. If they do not follow the correct legal process, the termination may not be valid, and they could face serious penalties.

A termination notice by itself does not end your tenancy. Your tenancy ends when you give **vacant possession** of the premises to the landlord/agent – in other words, when you **move out and return the keys**.

If you do not move out by the day in the notice, the landlord can apply to the NSW Civil and Administrative Tribunal (NCAT) for a **termination order**. A termination order ends the tenancy and specifies a day by which you must move out. If you do not move out by the specified day on the termination order, the landlord/agent can get a **warrant for possession** from the Tribunal. With this warrant, a Sheriff's officer can remove you from the premises. See below: 'Eviction – your rights.'

In some rare cases, the landlord can apply to the Tribunal for a termination order **without giving you notice**. See below: 'What reasons can the landlord use to end my tenancy: Other extraordinary grounds.'

If the landlord **stops paying their loan** and the bank/lender wants to take back the property and end your tenancy, certain other rules may apply – see [Resource: Mortgagee repossession](#).

If the landlord, agent, or Tribunal write to you about ending your tenancy it's a good idea to seek advice from your [local Tenants' Advice and Advocacy Service](#). It's also a good idea to seek advice if you received a termination notice **before 19 May 2025**, as the [old eviction laws](#) still apply to you.

What's changed about eviction laws?

From 19 May 2025, 'no grounds' evictions are unlawful. This means that the landlord must have a **valid legal reason** with **evidence**, to end your tenancy. This new requirement applies to **all residential tenancy agreements** – both fixed-term and periodic (ongoing) agreements. There have also been changes to the **notice period** landlords must give, and the

addition of an **early exit option** for tenants who have received a termination notice.

Is the termination notice valid?

To be valid, a termination notice must:

- be in **writing**, signed by the landlord/agent
- be **properly sent or delivered** to you – by email (to an email address you have specified for documents of that kind); or by post; or by hand (in an addressed envelope to a mailbox at your home or business address); or in person;
- include the **address** of the property;
- include the **date** by which the landlord/agent wants vacant possession, with the **proper number of days notice** (see below: 'How much notice must the landlord give me?');
- have a [termination information statement](#) attached that includes:
 - the **reason** under the law for ending the agreement,
 - particular **evidence** to show that the reason is genuine (depending on the reason),
 - that it is an **offence to give a notice that is not genuine** or provide **false or misleading evidence**,
 - that you have a **right to challenge** the validity of the termination notice or argue that the notice was issued in a **retaliatory** manner, and
 - how you can contact NSW Fair Trading.

If there is a mistake in the notice or it is not properly sent/delivered, and the landlord applies for a termination order, then you can argue in the Tribunal that the notice is invalid and the landlord's application should be dismissed. However, the Tribunal may overlook such mistakes.

If you think the reason given for termination is not genuine, see below 'What reasons can the landlord use to end my tenancy?' and 'What if the reason is not genuine?'

Even if the termination notice is valid, there are further steps before a tenancy ends. See below: 'Eviction – what can I do?'

What reasons can the landlord use to end my tenancy?

The landlord/agent can seek to end your tenancy and ask the NSW Civil and Administrative Tribunal (NCAT) to evict you using one of the **valid legal reasons** outlined below.

From 19 May 2025, 'no grounds' evictions are unlawful. The landlord must have a valid reason to end the tenancy.

The landlord/agent must also provide certain **evidence** to show that the reason is genuine, depending on the reason.

The **required notice period** depends on the reason and the type of tenancy agreement. It varies between immediate and 90 days notice – see below: 'How much notice must the landlord give me?'

You can challenge the validity of the termination notice and/or the legitimacy of the reason, based on the documentation given by the landlord/agent. See below: 'What if the reason is not genuine?'

Even if the reason and termination notice are valid, there are further steps before a tenancy ends. See below: 'Eviction – what can I do?'

In strata, the owners corporation cannot evict a tenant – only the landlord/agent can end your agreement. See [Factsheet: Strata scheme tenants](#).

1. Overdue rent or other breaches by the tenant

The landlord/agent may give you a termination notice if they think you have **breached your responsibilities under your tenancy agreement**. They may provide evidence of the breach with the termination notice, and/or in the Tribunal.

Overdue rent or other charges

Your tenancy agreement requires that you pay rent. Your tenancy agreement may also require you to pay for utilities such as water, electricity and gas. (There are rules around how your landlord can charge you for utilities – see [Factsheet: Utilities](#) for more information.)

If you have not paid the rent or other charges owed, then you are in **arrears**. This is a breach of your tenancy agreement. The landlord/agent can give you a **non-payment termination notice**. You must **owe at least 14 days rent**, or the charges must be at least **14 days overdue** before they can give you this notice. You should check if the rent is actually overdue. You can make a written request for a rent record, commonly known as a 'rent ledger', which the landlord/agent must provide to you within 7 days.

If you get a notice like this, you can 'pay to stay' and save your tenancy – **by paying all the rent or charges owing**. It may also be possible to save your tenancy if you enter into an agreed repayment plan with the landlord and stick to it. See more below 'Eviction – what can I do?', [Factsheet: Overdue Rent](#).

Other breaches

Other breaches could include that the landlord thinks you are making too much noise, disturbing your neighbours, or not keeping the property reasonably clean.

Issuing a termination notice does not end your tenancy – the landlord still needs to satisfy the Tribunal **with evidence** that you have breached the tenancy agreement, and that in the specific circumstances the breach is **serious and persistent enough to justify termination**. When deciding this,

the **Tribunal has discretion** to broadly consider anything it considers relevant, including:

- the nature of the breach,
- previous breaches,
- things you have done to stop the breach
- steps taken by the landlord/agent about the breach

If you take action to fix the breach it can be used as evidence that the Tribunal should not end your tenancy. It is a good idea to gather your own evidence to dispute the landlord's claims. See more below 'Eviction – what can I do?'

Termination for breach commonly gives 14 days notice – see more below 'How much notice must the landlord give me?'

If you live in **social housing**, the Tribunal must also consider further specific factors when deciding whether or not to end your tenancy.

2. Sale of property

The landlord/agent may give you a termination notice when they **have sold or propose to sell** the property, and the contract requires them to give **vacant possession** of the premises to the buyer.

The landlord must provide one of the following types of **evidence**:

For actual sale:

- A copy or part of the **contract for the sale** that has been entered into; or
- A **written statement from a solicitor or licenced conveyancer** carrying out work for the landlord in connection with the contract for the sale

For proposed sale:

- A copy or part of the **proposed contract of sale**; or
- A copy or part of the **agency agreement** between the landlord and an agent for the sale of the premises

To be valid, these documents must include certain details, such as the names of the parties, the date the document was signed and will be completed, and that the sale requires the landlord to give vacant possession of the premises to the buyer.

See also [Factsheet: Sale of rented premises](#).

3. Significant renovations/repairs

The landlord/agent may give you a termination notice because the **property needs to be vacant for significant renovation/repair works**. The works must be due to start within 2 months after the end date in the notice.

The landlord cannot issue this notice if there is a **current Tribunal repair order** or **NSW Fair Trading rectification order** in place for the property.

The landlord must provide a **written statement explaining** why the renovations/repairs are so significant that you cannot live at the property.

The landlord must also provide one of the following types of **evidence**:

- A copy or part of a **quote/contract** for the works written by a **qualified builder/tradesperson**; or
- A copy of the **owner-builder permit** authorising the landlord or carry out the works, or
- **Proof of the purchase of materials** related to the works.

The landlord must also provide a copy of the following **approvals** if they are needed for the works to be done:

- Development consent; and/or
- Written approval from the owners corporation, strata committee or strata managing agent

To be valid, these documents must include certain details, such as the names of the parties, the address of the works, the date the document was signed, when the works will start and finish, and licence or certificate numbers of the builder/tradesperson.

4. Demolition

The landlord/agent can give you a termination notice because the **premises will be demolished**, and this is due to happen within 2 months after the termination date in the notice.

The landlord must provide **all** of the following **evidence**:

1. A **signed and dated written statement** that provides the demolition date,
2. A detailed copy or part of a **contract for the demolition** (including the names of the parties, the address, description and commencement date of the demolition and a demolition licence number if the demolition involves licenced demolition work), and
3. The **development consent** and/or development control order (if required for demolition to be done)

5. The landlord or their family is moving in

The landlord/agent can give you a termination notice because a '**relevant person**' will be moving into the property for at least 6 months. A relevant person could be the landlord or their spouse/de facto partner, or their parent, grandparent, child, grandchild, sibling, child of a sibling, sibling of a parent, or first cousin, or a dependant of the landlord that usually lives with the landlord.

The landlord must provide evidence in the form of **written statements from both the landlord and the relevant person**, that:

1. Are signed and dated,
2. State that they will live at the property for a least 6 months (landlord's statement must also state this about the relevant person), and
3. Describe their relationship.

6. Change in use of the property

The landlord/agent can give you a termination notice because the property will **no longer be used as a rental** under the *Residential Tenancies Act*.

The landlord must provide a **signed and dated written statement**, that states:

1. what purpose the property will be used for, and
2. that the property will not be used as a residential tenancy under the *Residential Tenancies Act*, for

at least 12 months.

If the reason given is to **carry on a business**, then one of the following pieces of evidence documents must also be supplied:

- The ABN of the business, or
- The development consent that relates to the use of the premises for business, or
- The licence number & licence that'll be used for the business

If the reason involves the property being used for **short term rental accommodation**, then proof that the property has been registered on the Short Term Rental Accommodation (STRA) Register is required.

7. Eligibility requirements

The landlord/agent can give you a termination notice if the rental property has eligibility requirements and you are no longer eligible. The specific eligibility requirements include:

- **Affordable or transitional housing program** – you are no longer eligible, or the program has ended; the landlord must also provide you with information about the reason why you are no longer eligible
- **Purpose-built student accommodation** – you rented the premises as a student, and you are no longer a student
- **NSW government key worker housing scheme** – your tenancy agreement outlined that the premises are part of key worker housing scheme and the tenancy may be terminated if needed to house a key worker, and the termination is in fact necessary to house a priority key worker in an appropriate location
- **Employee/caretaker agreement** – your tenancy agreement is a caretaker/employment agreement, and this arrangement has ended
- **Social housing** – there are certain eligibility requirements for social housing (public and community housing). We are working on further resources for social housing tenants – please check back soon. If you are a social housing tenant facing eviction, please contact your [local Tenants' Advice and Advocacy Service](#) for advice as soon as possible.

8. Other extraordinary grounds

The landlord/agent may try to end your tenancy on certain other extraordinary legal grounds:

If the property is unusable

The landlord/agent can give you **immediate notice** if:

- the premises are destroyed or become wholly or partly unliveable (for example due to fire or flood), not due to a breach of the agreement;
- the premises become no longer lawfully usable as a residence; or
- the premises are acquired by an authority by compulsory process (such as resuming them to build a road).

See [Factsheet: Disaster damage](#)

Direct application to the Tribunal

In some circumstances the landlord/agent can **apply directly to the Tribunal** for an order to end your tenancy without giving you a termination notice. These could include:

- You, your guests, another occupant or their guests have caused or permitted:
 - serious damage to the premises or any neighbouring or common property,
 - injury to the landlord, agent, the landlord's/agent's employees, or your neighbours, and/or
 - use of the premises for illegal purposes.
- You or another occupant has seriously or persistently threatened or abused the landlord, agent or the landlord's/agent's employees
- The landlord asserts that because of some special circumstances in their life; they will suffer **undue hardship** if the tenancy were to continue.

Just because these grounds do not require the landlord/agent to give you notice **does not automatically mean that the Tribunal will end your tenancy**. There is a legal process that the landlord has to go through, and you have a right to participate in this process and dispute the claims made by the landlord/agent. You will receive notice of the Tribunal hearing, and you should attend. The landlord/agent still needs to convince the Tribunal **with evidence** that your tenancy should end. If you don't agree with the claims being made by the landlord, you should gather your own evidence to dispute it at the Tribunal.

If you receive communication from the Tribunal that the landlord has applied for a termination order, contact your [local Tenants Advice and Advocacy Service](#) as soon as possible.

See also below: ‘Eviction – what can I do’ and [Factsheet: NSW Civil and Administrative Tribunal](#).

Social housing

A social housing provider can end a tenancy agreement on certain grounds other than those outlined above. The Tenants' Union is working on further resources for social housing tenants – please check back soon. If you are a social housing tenant facing eviction, please contact your [local Tenants' Advice and Advocacy Service](#) as soon as possible.

Death of a tenant

The death of a tenant does not automatically end a tenancy agreement. The landlord may give a termination notice to the executor of the deceased estate. See more in [Resource: Death of a tenant](#).

How much notice must the landlord give me?

The landlord/agent **must give you the required number of days notice**. If they do not, then the termination notice is not valid.

The required number of days notice depends on the **reason** and the **type of agreement**. The landlord/agent can only end your tenancy agreement using one of the **legally valid reasons** discussed above in ‘What reasons can the landlord use to end my tenancy?’

If a termination notice is posted to you, the landlord/agent

must allow an **extra 7 working days for delivery**. For more on what must be included in the termination notice see above: ‘Is the termination notice valid?’

Even if the termination notice is valid, there are further steps before a tenancy ends. See below: ‘Eviction – what can I do?’

Breach – e.g. overdue rent

If the landlord claims you have **breached your tenancy agreement**, they can give you a termination notice with **14 days notice**. A common breach is overdue rent. See [Factsheet: Overdue rent](#). Other breaches are discussed above in ‘What reasons can the landlord use to end my tenancy?’ For steps you can take see below ‘Eviction – what can I do?’

There are certain breaches – such as causing serious damage to the premises, or injury to the landlord/agent, or using the premises for illegal purposes – where the landlord can apply to the Tribunal for an **immediate termination order**.

Non-breach reasons – e.g. sale, significant renovation, landlord's family moving in

For most ‘non-breach’ reasons (described above in ‘What reasons can the landlord use to end my tenancy?’), the notice period also depends on the type of agreement you have. A ‘fixed-term’ agreement is one that goes for a specified amount of time, such as 6 or 12 months. A ‘periodic agreement’ is ongoing – the fixed term has expired or is not specified.

Notice periods for non-breach reasons:

- The landlord must usually give **at least 90 days notice** to end a fixed-term agreement of **over 6 months**, or a **periodic agreement** (an ongoing agreement)
- The landlord must usually give **at least 60 days notice** to end a fixed-term agreement of **6 months or less**.
- In the case of **actual sale** of property, the landlord must give **at least 30 days notice** to end a fixed-term or periodic agreement

No eviction during a fixed term

If you have not breached the agreement, the termination date to end a fixed-term tenancy must be **on or after the last day of the agreement**. In other words, the landlord cannot usually evict you until the fixed-term **ends**.

Employee/caretaker

If you are in an employee or caretaker residential tenancy agreement, the termination date in the notice must be **30 days** from when the notice is given, or from the notice period for termination in your agreement, whichever is later.

Other extraordinary grounds - e.g. unusable premises

There are certain circumstances where the landlord/agent can give **immediate notice**. For example when the premises are destroyed or become unusable due to **fire or flood** – not because you or the landlord have breached the agreement. For more see above: ‘What reasons can the landlord use to end my tenancy: If the property is unusable’ and [Factsheet: Disaster damage](#). Bear in mind that the termination notice in itself does not end your tenancy – there are further steps before a

tenancy ends. See below: ‘Eviction – what can I do?’

It is also possible, although rare, for a landlord to apply directly to the Tribunal for an **immediate termination order** based on **undue hardship to the landlord**.

Social housing

A social housing provider can end a tenancy agreement on certain other extraordinary grounds. The Tenants’ Union is working on further resources for social housing tenants – please check back soon. If you are a social housing tenant facing eviction, please contact your [local Tenants’ Advice and Advocacy Service](#) for advice as soon as possible.

Long-term tenancy – 20 years or more

You are considered to have a long-term tenancy if you had a fixed-term agreement which has expired, and you have been in continual possession of the same property for **20 years or more**.

If the landlord/agent seeks to end a long term tenancy for any reason (other than breach of agreement or actual sale of property, where the standard notice periods apply) the landlord can apply directly to the Tribunal and must provide proper supporting evidence.

The Tribunal will consider the reason given for termination together with the **circumstances of the case**, and decide whether or not it is appropriate to make the order. If the Tribunal decides to make the order, it must give you at least 90 days to vacate the premises.

What if the reason given isn’t genuine?

If the landlord wants to end your tenancy they must give you a **valid legal reason** and **proper notice**. For some reasons the landlord/agent must **attach specific evidence** to the notice. For other reasons they may not need to provide the evidence until you go to the NSW Civil and Administrative Tribunal (NCAT). The valid legal reasons and evidence are described above in ‘What reasons can the landlord use to end my tenancy?’

If the Tribunal decides that the landlord/agent has given **false or misleading information** or not provided the **specific evidence** required, then the reason may be considered **not genuine**. In this case, **your tenancy will continue**. It is also an offence for the landlord/agent to give you a termination notice that is not genuine – they could face significant penalties.

If you want to dispute the reason given for eviction as **not genuine**, you have the right to challenge the validity of the termination notice at the Tribunal. You can do this **when you receive the notice, or when the landlord applies to the Tribunal for an eviction order**. The time-limit to apply to the Tribunal is 28 days from receipt of the notice.

At the Tribunal, **evidence is very important**, the Tribunal makes decisions about your tenancy based on the application of law to the evidence. You will need to **prepare relevant documents** to prove to the Tribunal that the reason is not genuine, or point to the landlord/agent’s **lack of correct evidence** with their termination notice.

At the Tribunal, you could point to:

- **Missing supporting evidence** – the required documentation was not provided with the notice
- **Incorrect supporting evidence** – for example this could be the wrong address or other incorrect details in a contract for sale, or a quote for works
- **Your own evidence** – for example if there is a Tribunal repair order in place for the property then the landlord’s termination notice for significant repairs should not be considered valid

If you want to challenge the termination of your tenancy agreement, it is a good idea to get advice from your [local Tenants Advice and Advocacy Service](#).

From 1 July 2025, landlords/agents will also have to **register** the reason for all evictions, including what evidence was used, with the NSW government. The reasons can then be checked and significant penalties applied if they are not genuine.

If you move out and find out later that the reason was not genuine, you may be able to apply to the Tribunal for compensation or make a complaint to NSW Fair Trading. Make sure you keep written evidence – such as communications with the landlord/agent and receipts for your moving costs.

It is also possible to dispute other aspects of a termination notice or eviction at the Tribunal – see below: ‘Eviction – what can I do?’ and [Factsheet: NSW Civil and Administrative Tribunal](#).

Re-letting exclusion periods

The landlord/agent is also banned from re-letting the property for a certain period, depending on the reason for ending the tenancy. This is called a relet exclusion period.

The relet exclusion periods are:

- **4 weeks** relet exclusion period for **significant renovations/repairs**
- **6 months** relet exclusion period for **proposed sale; landlord/family moving in; or demolition**
- **12 months** relet exclusion period for the property **no longer being used as a rental** under the *Residential Tenancies Act* (e.g. being used for a business or a short-term holiday rental)

The landlord will need to apply for permission from NSW Fair Trading and provide specific reasons backed up with evidence to justify entering into a new lease within a relet exclusion period.

If you are aware of a property that has been relet during an exclusion period, you can make a [complaint to NSW Fair Trading](#) and ask them to investigate.

Retaliatory eviction

If the landlord/agent acts to end the tenancy when you try to enforce your legal rights (such as asking for repairs or disputing an excessive rent increase), the Tribunal may find it to be a retaliatory eviction. The Tribunal can declare a termination notice to have no effect and/or refuse to make a termination order.

- **You can apply** to the Tribunal for an order that the notice was retaliatory. You must apply within **30 days** of receiving a notice based on proposed sale of property, significant renovations/repairs, demolition, eligibility (affordable, transitional, key worker or purpose built student accommodation), change of use, or landlord/family moving in; you must apply within **14 days** of receiving a notice based on any of the other reasons.
- **If the landlord/agent has applied** to the Tribunal for a termination order, you should attend the hearing. You can argue at the Tribunal that the application was retaliatory.

Gather your **evidence** – such as documents, photos, and communications with the landlord.

If the Tribunal does make a termination order, the Tribunal will consider the relative hardship to you and the landlord and specify the day for vacant possession. See more below in ‘Eviction – what can I do?’

Eviction – what can I do?

If you are faced with eviction, start by checking if the notice, reason, and evidence given are **valid** – see the sections above. Contact your [local Tenants Advice and Advocacy Service](#) if you need advice. Then consider the following steps.

The landlord can **withdraw a termination notice** at any time with your consent. However they are also allowed to give you another notice for the same or a different reason, with the required notice period. Some reasons may have a shorter notice period than the original notice.

Negotiate

You can try negotiating with the landlord/agent. You may be able to reach an agreement. For example, you could offer to pay off an **amount you owe** over time – see [Sample letter: Offer to pay rent arrears](#).

If the landlord’s reason for termination is **significant renovations/repairs**, you could ask if you can move out and move back in after the renovations are complete. Or in the case of **sale**, you could propose remaining as a tenant until the new owner decides whether the property will continue as a rental or not. Make sure you get any agreement with the landlord in writing.

See [Tips: Negotiating with the landlord](#).

No eviction without a Tribunal or court order

A termination notice by itself does not end your tenancy. You can only be forcefully evicted from the premises by the Sheriff of NSW with a warrant or writ from the NSW Civil and Administrative Tribunal (NCAT) or a court.

The landlord/agent must follow the correct legal process before you can be evicted. Anyone **locking you out** without a Tribunal or court order can be fined up to \$22,000 and ordered to compensate you.

In the case of *Violet v Ghaderi-Araghi* [2017] NSWCATAP

134, the Tribunal (on appeal) found that the landlord should pay \$2,000 in compensation for the loss of use/enjoyment suffered by a former tenant as a result of an illegal lockout.

If you receive a termination notice, but you do not leave by the date in the notice, the next step is that the landlord/agent can apply to the Tribunal for a **termination order**. If they do, you should attend the Tribunal hearing. If you can show that you have **fixed the breach** or that the **reason the landlord has given for termination is not genuine**, the Tribunal may decide not to end your tenancy (see above: ‘What if the reason given is not genuine’).

If the Tribunal makes orders for termination and possession, they end the tenancy and specify the day by which you must give vacant possession (move out and return the keys). Make sure you get a copy of the orders.

Pay to stay

If the landlord/agent has given you a **non-payment termination notice** due to overdue rent or charges, you are **not required to vacate if you pay what you owe** or you enter into, and fully comply with, an agreed repayment plan. You may be able to ‘pay to stay’ even if a Tribunal order and warrant for possession have been issued (see more on warrants below).

It is only possible to ‘pay to stay’ if your tenancy was terminated **solely on the ground** of failure to pay rent and/or utility charges, and you have **not frequently failed to pay**.

If you have paid what you owe, send the landlord/agent something in writing to confirm – you can use our [Sample letter: Payment of rent arrears](#). See also [Factsheet: Overdue rent](#) and [Sample repayment plan agreement](#).

Warrants for possession

If you do not vacate by the specified day in the Tribunal’s termination order, the landlord/agent can get a **warrant for possession from the Tribunal**. The landlord/agent has 30 days from the date in the termination order to apply for the warrant. They apply online at the Tribunal and the warrant is sent online by the Tribunal directly to the NSW Sheriff’s Office. There is no Tribunal hearing. You will be notified by the Tribunal that a warrant has been issued.

Once the warrant is sent to the Sheriff the landlord/agent has to book a time and date for the warrant to be carried out (‘executed’). The landlord/agent communicates directly with the Sheriff about this; they do not have to discuss it with you or ask you when a suitable time would be for you. The timing depends on the workload of the Sheriff. You can try to find out when the warrant may be carried out by contacting the [Sheriff online](#) or phoning 8688 4080 for your local office. The warrant must usually be implemented within 28 days of the date of issue. It is a good idea to move important belongings to storage if you can.

If there is a warrant for possession, and you have paid all the rent or charges you owe (as discussed above in ‘Pay to stay’), the landlord/agent must notify the Sheriff of this, and

the warrant for possession ceases to have effect. Failure to notify the Sheriff's Office is against the law and the landlord/agent can be fined up to \$2,200.

If the landlord/agent refuses to contact the Sheriff, you can apply to the Tribunal for an order directing the landlord/agent to comply with this requirement. You must do this on an urgent basis and before the Sheriff carries out the warrant.

If you are forcibly evicted

Only the Sheriff is empowered to implement the warrant and evict you from the premises. Your landlord/agent may not do so even if they call the police.

If you are being forcibly evicted by the Sheriff, it is a good idea to fully cooperate and not resist. The Sheriff will inform you of the process and if you resist, they may use reasonable force and obtain the assistance of police. If you resist you risk being charged with an offence.

If you are homeless, call **Link2Home** on 1800 152 152 or see other [emergency accommodation info](#).

You still have certain rights in relation to any **goods left behind**. However, you should take any **important documents with you, especially identity documents**. These will also help you apply for assistance such as crisis payment from Centrelink and/or housing assistance from charities. See [financial assistance for renters](#) and [Factsheet: Goods left behind](#).

The landlord may make a claim on your bond or seek to list you on a tenant database. See [Factsheet: Bond](#) and [Factsheet: Tenant databases](#). You can call your **local Tenants Advice and Advocacy Service** for advice.

If you are struggling with debts, call the **National Debt Helpline** on 1800 007 007.

If I want to leave before the date given by the landlord

If you have received a termination notice, and you want to leave **before the date in the notice**, you can do so, however the rules are slightly different for fixed-term and periodic (ongoing) tenancy agreements. A 'fixed-term agreement' is for a specified amount of time, like 6 or 12 months; a 'periodic agreement' is ongoing – the fixed term has expired or is not specified.

Periodic agreement

If you are in a periodic agreement and you have received a termination notice, you can end your tenancy **at any time before the termination date listed on the notice** – by giving **vacant possession** (moving out and returning the keys). You stop paying rent from the day you give vacant possession. You are not required to give notice to the landlord/agent, however it is a good idea to inform them, in writing. See also [Factsheet: You want to leave](#).

Fixed-term agreement

If you are in a fixed-term agreement and you have received a termination notice from the landlord/agent you may leave before the termination date listed on the notice – by giving the landlord a **14 day early exit notice**. (You cannot give an early exit notice if your tenancy was terminated due to breach, or immediate termination, e.g. for unusable premises.)

You stop paying rent from the day you give **vacant possession** (move out and return the keys) – which is also the date you put in your early exit notice.

When can I give a 14-day early exit notice?

- If you have a fixed-term agreement of **6 months or less**, the date in your early exit notice can be any day in the **60 days before the agreement ends**.
- If you have a fixed-term agreement of **more than 6 months**, the date in your early exit notice can be any day in the **90 days before the agreement ends**.

See also [Factsheet: Ending fixed-term tenancy early](#).

More info

Factsheets: [Bond](#); [Overdue rent](#); [NSW Civil & Administrative Tribunal](#); [Sale of rented premises](#); [Mortgagee repossession](#); [Tenant databases](#), [Death of a tenant](#).

Tips: [Negotiating with the landlord](#); [Take photos when moving in and out](#); [The easy way to claim your bond](#)

Easy read factsheet: [Moving out](#)

Podcast episodes: [Hit the road Jack](#); [Don't make me leave](#)

NSW government: [Eviction of a tenant from a rental property](#); [Minimum notice periods for ending a residential tenancy](#); [Landlord ending a tenancy](#)

Factsheet updated June 2025

For free advice, call your local Tenants Advice & Advocacy Service:

SYDNEY:

• Eastern	9386 9147
• Inner	9698 5975
• Inner West	9559 2899
• Northern	9559 2899
• Southern	9787 4679
• South West	4628 1678
• Western	8833 0933

REGIONAL:

• Blue Mountains	4704 0201
• Central Coast	4353 5515
• Hunter	4969 7666
• Illawarra Sth Coast	4274 3475
• Mid Coast	6583 9866
• Northern Rivers	6621 1022
• Northwest NSW	1800 836 268
• Southwest NSW	1300 483 786

ABORIGINAL:

• Sydney	9833 3314
• West NSW	6881 5700
• South NSW	1800 672 185
• North NSW	1800 248 913

WEB: tenants.org.au

NSW FAIR TRADING: 13 32 20

This factsheet is intended as a guide to the law and should not be used as a substitute for legal advice. It applies to people who live in, or are affected by, the law as it applies in New South Wales, Australia. ©Tenants' Union of NSW

Goods left behind

As a tenant you have rights under the *Residential Tenancies Act 2010* and *Residential Tenancies Regulation 2019*. This factsheet outlines the law in NSW about goods left behind on rented premises. There are rules about how the landlord may dispose of goods you leave behind – and what notice they need to give you before disposal. The *Residential Tenancies Act 2010* no longer regulates goods left behind. The *Uncollected Goods Act 1995* sets out the process that a landlord/agent must follow when dealing with goods left behind including how they may dispose of them.

The landlord may dispose of goods left behind

If you leave goods behind on the premises at the end of your tenancy, the landlord/agent may dispose of them after giving you correct notice.

The end of your tenancy means you have given the landlord **vacant possession** of the premises (you have moved out and returned the keys).

The rules about goods left behind also apply if you have been evicted or abandoned the premises (e.g. you stop paying rent and leave without notice to the landlord).

Is notice required to dispose of goods?

The landlord/agent may dispose of **perishable goods or rubbish** left behind at any time without notice.

The landlord/agent must **give you notice** when they intend to dispose of:

- Personal documents
- Low, medium, or high value goods

Personal documents include:

- a birth certificate, passport or other identity document
- bank books, financial statements or documents
- photographs and other personal memorabilia
- licences or other documents conferring authorities, rights or qualifications.

What is correct notice of disposal?

The landlord/agent must give you notice that your goods or documents will be disposed of unless you claim them. The form and period of notice varies depending on the value of the goods. See the table below for details.

Keeping records of goods

Landlords must make detailed records of goods disposed of except perishable goods or rubbish. See the table below for how long records have to be kept.

Type of goods, notices and disposal

Goods type	Notice form	Notice time	Disposal	Records kept
Perishable & rubbish	Nil	Nil	Yes	No
Low value: Less than \$1k	Oral	14 days	Appropriate manner	Yes – 12 months
Medium value: \$1k to less than \$20k	Writing	28 days	Public auction or private sale	Yes – 6 years
High value: \$20k and over	Notice will be the Notice of Hearing from the Tribunal		Per Tribunal orders only	Yes – 6 years
Personal documents	Writing	28 days	To issuer or secure disposal	Yes – 6 years

Claiming goods before disposal

You (or another person entitled to them) may collect the goods from the landlord/agent at a time you both agree to.

Write to the landlord/agent as soon as possible to claim the goods and to arrange a time to collect them. Make sure the landlord/agent has up-to-date contact details for you. Include times and dates when you are available and give the landlord/agent a date by which to respond. It is also a good idea to state that the goods have value.

Ensure that you are available to collect the goods at the arranged time and have the means to do so.

In situations of **domestic violence**, it may be possible to get a police escort to retrieve goods left behind – get advice from a service such as [Women's Legal Service NSW](#).

Charges for uncollected goods

Landlords may move or store any and all uncollected goods. Except for personal documents, landlords may charge you their expenses in dealing with uncollected goods.

Motor vehicles

Motor vehicles cannot be disposed of without certification that they are not stolen or encumbered by debt. Otherwise, motor vehicles are dealt with according to their value, like other goods.

Money from sale of goods

If sale of goods provides more than the landlord's expenses, the excess money must be given to Revenue NSW. It will then be dealt with according to the *Unclaimed Money Act 1995*.

Purchasers obtain good title to goods despite non-compliance with the *Uncollected Goods Act 1995* or problems with who owned the goods.

Disputes about goods left behind

Landlords and tenants can apply to the [NSW Civil and Administrative Tribunal \(NCAT\)](#) about goods left behind. The Tribunal can make various orders about:

- Removal and disposal
- Notice of action or proposed action
- Sale and manner of sale of goods
- Payment of money from sale
- Compensation for unlawful disposal or damage
- Delivery up of goods
- Ancillary matters (e.g. payment of expenses)

It is a good idea to contact your local [Tenants Advice & Advocacy Service](#) for advice if you need to apply to the Tribunal.

There are **time limits for applications to the Tribunal**:

- Application for **compensation** for goods destroyed or damaged: 60 days for low and medium value goods; or 90 days for high value goods and personal documents.
- Application for **delivery to owner or other person**: 180 days
- Application for **payment of proceeds of sale** of goods or equivalent amount to owner or other person: 180 days.

The Tribunal application time limit period begins when the person who has the goods provided notice. If they did not provide notice, it begins on the day on which the goods were left in the possession of the receiver.

More info

- Factsheets: [You want to leave](#); [Eviction – landlord ends tenancy](#); [NSW Civil & Administrative Tribunal](#); [Domestic violence and renting](#); [Share housing](#); [Disaster damage](#)
- Podcast: [Don't make me leave](#)
- Tips: [Negotiating with the landlord](#)
- NSW government: [Uncollected goods](#)

Factsheet updated March 2025

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SYDNEY:

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Locks and security

As a tenant you have rights under the *Residential Tenancies Act 2010* and *Residential Tenancies Regulation 2019*. This factsheet summarises the law in NSW about locks and security in rented premises, including your obligations, the landlord's obligations, changing locks, and 'reasonable' security.

What are my obligations as a tenant?

Under the terms of the standard residential tenancy agreement, you agree:

- not to alter, remove or add any lock or other security device without 'reasonable excuse' (see below) or unless the landlord agrees (preferably in writing)
- to give the landlord a copy of the key (or other opening device or information) for any changed lock or security device within 7 days of the change
- tell the landlord of any damage/disrepair as soon as possible
- leave the property as near as possible to the condition it was in at the start of the tenancy – except for 'fair wear and tear'
- not damage or permit damage to the property deliberately or negligently – you are responsible for damage by any person or pet you have allowed into the property. Note that if the damage was caused during a **domestic violence** incident, the perpetrator is responsible for the damage. Certain evidence may be needed. See [Factsheet: Domestic violence and renting](#).

What are the landlord's obligations?

The landlord agrees:

- to provide and maintain locks or other security devices necessary to keep the property in 'reasonable repair' and 'reasonably secure' (see below)
- to give each tenant named on the tenancy agreement a copy of the key (or other opening device/information) to open any lock or security device for:
 - the premises
 - any common property that you are entitled to access
- not to charge you for copies of keys or other opening devices except to recover the cost of replacement or additional copies
- not to alter, remove or add any lock or other security device without your consent, or a reasonable excuse
- to give you a copy of any key (or other opening device/information) that they change within 7 days of the change

Repairs

The landlord/agent must maintain the property in **reasonable repair and fit for habitation**. This is the case even if they told you about any disrepair that existed before you moved in. A fault or damage that makes your home unsafe or insecure may count as an 'urgent repair' – although this has a very specific meaning under tenancy law. For more information on repairs, see [Factsheet: Repairs and maintenance](#).

Privacy and access

The landlord/agent must not interfere with your **peace, comfort and privacy** in your home. There are legal rules about when the landlord/agent can enter the property and for what purpose. For more information, see [Factsheet: Privacy and access](#).

What are reasonable excuses for changing locks?

Reasonable excuses for altering, removing or adding a lock/security device include:

- there was an emergency
- you (or the landlord) had to comply with an order of the NSW Civil and Administrative Tribunal (NCAT)
- the tenancy of a co-tenant was terminated
- a tenant or other occupant was excluded from the property by an Apprehended Domestic Violence Order (ADVO)

If you alter the locks with a reasonable excuse, it is a good idea to keep **evidence** of the reason and of any costs involved – in case it is needed later.

A copy of a changed key or other opening device must be given to the other party within 7 days **unless**:

- they agree not to be given a copy, or
- the Tribunal authorises a copy not to be given, or
- they are excluded from the premises by an ADVO

Domestic violence

In cases of domestic violence, the law can help in a number of ways. If the domestic violence offender is doing things to make you feel afraid, you can ask the police to apply for an

Apprehended Domestic Violence Order (ADVO) to protect you. An ADVO will not necessarily **exclude** the offender from the property. If you want to exclude the offender from the property, it is important to make sure that the **specific address of the property is stated in the orders**.

Note that if the offender has not been excluded from the property, they may still have the right to live in the property – you should get advice before changing the locks. For advice, call:

- NSW DV line – **1800 65 64 63**
- 1800RESPECT – **1800 737 732**
- Women's Legal Service – **(02) 8745 6999**
- Your **local Tenants Advice and Advocacy Service**.

A victim-survivor of domestic violence may be able to get assistance to change the locks, and improve home security, via **Staying Home Leaving Violence** (NSW government).

See also **Factsheet: Domestic violence and renting**.

Changing locks without agreement or excuse

It is an offence for you or the landlord/agent to alter, remove or add a lock or security device:

- without agreement of the other party, or
- without a reasonable excuse

If you change the locks without agreement or excuse, the landlord may seek to claim the cost of replacing them from your bond.

If the landlord/agent changes locks without agreement or excuse, you can **complain to NSW Fair Trading** or **apply to the NSW Civil and Administrative Tribunal (NCAT)** – see below.

If the landlord wants to **evict** you, they must end your tenancy agreement using the correct legal process, or they may face serious penalties. See **Factsheet: Eviction – landlord ends tenancy** and get advice from your **local Tenants' Advice and Advocacy Service**.

What does 'reasonable' security mean?

The law doesn't say what 'reasonable' security means. The NSW Civil and Administrative Tribunal (NCAT) decides this on a case-by-case basis (see below: 'Applying to the Tribunal for orders').

In the Sydney metropolitan area, it could mean double-cylinder deadlocks on the main doors and locks on the windows. In the inner city, it could also mean bars on ground-floor windows. However in a rural area, this level of security would probably not be considered necessary.

If you believe the locks and security are inadequate:

- Ask an insurance company what locks and security devices it requires before it will insure your home contents. Get this in writing.

- Write to the landlord/agent and ask that they install or repair the required locks/devices. See **Sample letter: Locks and security**.

If the landlord/agent does not install or repair the locks/devices as requested, they may be in breach of their obligation to provide 'reasonable' security.

You can try **negotiating** with the landlord. See **Tips: Negotiating with the landlord** and **Property modifications for older tenants**. If negotiating does not work, you can apply to the Tribunal – see below.

Applying to the Tribunal for orders

You can apply to the NSW Civil and Administrative Tribunal (NCAT) for orders about:

- making the premises reasonably secure
- compensation for loss arising from insecure premises
- rent reduction for the time that the premises were not reasonably secure
- changing locks and providing or withholding keys
- repairs
- access

The landlord/agent can also apply to the Tribunal for certain orders.

Contact your **local Tenants Advice and Advocacy Service** for advice about making a Tribunal application. See also **Factsheet: Repairs and maintenance**, **Factsheet: Privacy and access**, and **Factsheet: NSW Civil and Administrative Tribunal**.

Orders about reasonable security

You can apply for an order that the landlord install locks or security devices to make the property **reasonably secure**.

You must apply within 3 months after you become aware that the property is not reasonably secure.

When deciding whether the property is reasonably secure, the Tribunal will consider:

- the physical characteristics of the property and adjoining areas
- the requirements of insurance companies to insure your belongings at the property
- the likelihood of break-ins, unlawful entry, or risks to your personal safety

Take the following types of **evidence** to the Tribunal:

- information about the risk of break-ins in your area, from an insurance company or **NSW Bureau of Crime Statistics and Research**
- a copy of a household contents insurance policy for the property and/or a policy from someone else in your street
- correspondence with the landlord, or a record of conversations, in which you asked for better security
- photographs of broken locks or windows and evidence of previous break-ins.

Compensation orders

You can apply for an order that the landlord compensate you for **loss of or damage to your goods** because the property was not reasonably secure.

You must apply within 3 months after you become aware of the loss or damage.

You will need to show that:

- you told the landlord of the problem or that they otherwise knew about it, before the loss occurred (for example emails to the landlord/agent, statutory declarations from witnesses, the condition report from the start of your tenancy); and
- the landlord failed to provide or maintain the necessary locks and security devices for reasonable security.

At the Tribunal, provide a list of:

- the stolen or damaged goods
- the value of the goods when they were lost/damaged, for which you can:
 - get a quote from an insurance company on the depreciated value of the goods, or
 - check the prices of second-hand goods on an online auction website

The Tribunal may not order compensation if you did not try to **limit your losses** (such as boarding up broken windows and otherwise securing your valuables).

The Tribunal can order up to \$15,000 compensation.

Rent reduction orders

You can apply for an order that the rent is or was excessive for the time that the property was not reasonably secure. You could argue that without reasonable security you are **not receiving the full use of the property**, so you should not have to pay the full amount of rent.

You must apply during the tenancy.

If the Tribunal finds the rent excessive, it will make an **excessive rent order**. The order will specify:

- the amount that the rent must not exceed
- the day from which this maximum rent applies – for a period of up to of 12 months

See [Factsheet: Rent increases](#) for how to make an excessive rent case, and our [Rent Increase Negotiation Kit](#).

Orders about locks and keys

You can apply for these orders at any time during the tenancy:

- that you may alter, remove or add a lock or security device
- that you may refuse to give the landlord/agent a copy of a key or opening device/information
- that the landlord must give you a copy of a key or opening device/information

You must explain to the Tribunal why the order is necessary.

Note that the landlord can also apply for such orders – that they may change locks, that they may refuse you a key, that you must give them a key.

Orders about repairs

For the Tribunal to make orders for repairs, you must be able to show that:

- the property is not in reasonable repair (photos are useful),
- you told the landlord/agent about the need for the repairs (e.g. you wrote them an email) or they should have reasonably known about it (e.g. they inspected the property), and
- the landlord/agent has not made a reasonable effort to have the repairs done.

See [Factsheet: Repairs and maintenance](#).

Privacy and access

The landlord and their authorised agents have certain legal obligations on when and for what purpose they can enter your home. If they are not complying with these obligations, you can apply to the Tribunal for orders **specifying or limiting the days, times, or purposes** a landlord or other authorised person can have access – see [Factsheet: Privacy and access](#).

More info

- Factsheets: [Repairs and maintenance](#); [Privacy and access](#); [NSW Civil & Administrative Tribunal](#); [Domestic violence and renting](#)
- [Tips: Negotiating with the landlord](#)
- Podcast episodes: [Cracks emerge](#), [Negotiation](#)
- [Keys, locks and security in a rental](#) (NSW government)

Factsheet updated April 2025

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Mould

Tenants have rights under the *Residential Tenancies Act 2010* and *Residential Tenancies Regulation 2019*. This factsheet discusses mould in rented homes.

Deciding what to do

If there's a mould problem in your rented home, you may want to:

- stay and have it repaired and/or ask for a rent reduction (see below) or
- end your tenancy and leave – see [Factsheet: You want to leave](#) for how to end your tenancy agreement. If you are in a fixed-term tenancy, see [Factsheet: Ending fixed-term tenancy early](#)

About mould

Moulds are fungi that need moisture and organic material to grow. When conditions are right in an environment, mould can thrive. Those conditions include rising damp, water damage, wet weather, moisture and inadequate ventilation. Mould can cause a state of disrepair in rented homes. Mould may even cause structural damage if left untreated.

Tenant and landlord responsibilities

As a tenant, you are responsible for:

- keeping the rental property (or 'premises') **'reasonably' clean**
- **telling the landlord** about any damage/disrepair as soon as possible
- taking reasonable steps to **avoid or limit** ('mitigate') your losses. For example, removing clothes from a wardrobe where mould is growing.

The landlord is responsible for:

- providing the property in a **'reasonably' clean** state
- complying with minimum standards and ensuring the home is **'fit for habitation'** – including having adequate ventilation, plumbing and drainage
- ensuring that the property is **structurally sound** – floors, ceilings, walls & supporting structures shouldn't be subject to significant dampness; the roof, ceilings and windows should be properly sealed so water cannot get inside
- providing and maintaining the property in **'reasonable' repair** (except where the disrepair is caused by the tenant breaching the tenancy agreement)
- taking steps to **avoid or limit** ('mitigate') their losses, for example by promptly treating mould before it can 'set in' and create a larger problem

Sometimes a dispute arises over who is responsible for mould. If the mould was **already present** when the tenant moved in, or it is caused by **structural problems** in the property, then it is likely to be the landlord's responsibility.

The landlord is not required to fix any damage **caused by the tenant**. However, if they later want to claim compensation from the tenant for that damage, they must try to **limit the cost** of any repair or replacement.

See also [Factsheet: Repairs and maintenance](#) and [Factsheet: Disaster damage](#).

Treating mould

Treatment methods vary, so you should do your own research on how to best treat mould. General advice from [NSW Health](#) is to:

- **Maintain ventilation** by opening windows (when weather permits), using a fan and an exhaust fan (if available) when bathing, showering, cooking, or drying clothes
- **Reduce humidity** in your home where possible
- **Seek repairs** for all leaks and plumbing problems
- If water enters your home, **dry any affected materials**; absorbent materials, such as carpet, may need to be professionally cleaned or replaced
- If mould appears, try to **treat it as soon as possible**:
 - Safely clean mouldy surfaces using a mild detergent, diluted vinegar, or diluted bleach
 - Ensure the surface is dried completely once cleaned

The condition report

At the start of the tenancy, the landlord/agent must note on the condition report if there are any signs of mould and dampness. Add your comments relating to mould or dampness under 'Additional comments on health issues', attaching photographs to the condition report if possible.

If mould was present when the tenant moved in, then it is more likely to be the landlord's responsibility.

Regardless of the condition report, the landlord cannot avoid their responsibility to keep the rental home in reasonable repair during the tenancy.

Requesting action from the landlord

Try to work with the landlord to resolve the issue. If the landlord acts early to address the mould, it is likely to save them much higher repair costs in the future.

Requesting repairs

You have a responsibility to notify the landlord/agent if repairs are needed. If you do not report the repair issue it could get worse and you may be in breach of your tenancy agreement.

Tell the landlord/agent **in writing** what needs to be fixed. If possible, provide evidence (such as photographs) of the issue. Give a clear deadline. You can use our [Sample letter: Repairs](#). Keep a copy of the letter or email, and a record of any conversations you have with the landlord, as evidence that you have reported the mould.

A written request for repairs may not always work, but it is an important first step to resolve the problem. If the landlord ignores your request, you can apply to the NSW Civil and Administrative Tribunal (NCAT) for orders (see below).

See also [Factsheet: Repairs and maintenance](#).

Asking for a rent reduction

You might be able to reach an agreement with the landlord to reduce the rent. There is no formula for working out how much the rent should be reduced – it is something that you and the landlord can discuss and agree on together. See also [Tips: Negotiating with the landlord](#) and [Sample letter: Rent reduction](#).

Moving out temporarily

If you want to move out temporarily while repairs are done, make a clear agreement in writing about:

- rent reduction
- how long you will be away
- who will be responsible for your belongings left at the rental home or how your belongings will be stored

If the landlord does not do repairs I have requested

If the landlord fails to do repairs you have requested you can escalate the matter to the **NSW Civil and Administrative Tribunal (NCAT)**, or the **NSW Fair Trading complaints service**.

The Tribunal has the power to make orders to resolve disputes between tenants and landlords. You can apply to the Tribunal for one or more orders, including:

1. that the landlord do the repairs you have specified
2. that the landlord compensate you for losses you suffered because they did not do the repairs

3. that all or part of the rent is paid to the Tribunal until the repairs are done
4. that the rent is reduced for the period that the premises are/were in disrepair

For (1), (2) and (3) you must apply within 3 months of the landlord failing to meet your deadline for repairs. For (4) you must apply before the end of the tenancy.

See also [Factsheet: NSW Civil & Administrative Tribunal](#).

The [NSW Fair Trading complaints service](#) offers a free way for tenants, residents, landlords, and agents to get help with disputes. If the dispute cannot be resolved through the complaints service, NSW Fair Trading can investigate further and may decide to issue a **rectification order**. A rectification order will list the reasons for making the order, including relevant investigation results, and set a date for the work to be completed. This process is intended to assist in resolution of disputes about repairs, particularly in relation to habitability. It is intended to be an alternative to a Tribunal application, but does not preclude such applications.

It is a good idea to get advice from your [local Tenants' Advice and Advocacy Service](#) about applying to the Tribunal or the NSW Fair Trading complaints service.

Evidence

Evidence is important in any discussion with the landlord, and it is vital if you go to the Tribunal. Evidence can include:

- the **condition report** (noting whether there was any signs of mould or dampness at the state of the tenancy)
- your **tenancy agreement**
- **correspondence** with the landlord/agent
- **drawings** of the rental home
- dated **photos** of the mould
- **samples** of the mould (safely gathered and contained)
- dated records setting out of what you have done to **ventilate** the area
- dated records of what you have done to **treat or clean** the mould
- **receipts for expenses** (such as cleaning products)
- **printed materials** (such as factsheets) about mould and its effects

If you are developing a case to take to the Tribunal, think about creating a **timeline**. A timeline will help you create a full picture of the issue with all the relevant evidence. The timeline can show:

- the initial mould problem
- your actions to treat it and ventilate the area
- the progression of the mould developing; and
- your landlord's response.

In complex cases, **expert evidence** may be the only way to establish responsibility for mould. Expert evidence may include expert reports on the presence of mould in the rental home (e.g. from a scientist, council building/health inspector, builder). However, expert reports can be expensive and

costly. The Tribunal is a 'no costs jurisdiction.' This means if you pay for an expert report you will probably not be able to get your money back – even if you win your case.

Applying to the Tribunal

The NSW Civil and Administrative Tribunal (NCAT) is an independent body which deals with certain kinds of disputes between landlords and tenants. Most cases at the Tribunal come down to evidence (see above). See also [Factsheet: NSW Civil and Administrative Tribunal](#).

An order for repairs

You can ask the Tribunal to make an order that the landlord do repairs. You must be able to show that:

- the property is not in 'reasonable' repair and/or it does not reach minimum standards to be 'fit for habitation' (see [Factsheet: Repairs and maintenance](#) for more information on minimum habitability standards),
- the mould is not your fault (e.g. you ventilated appropriately and kept the home reasonably clean),
- you told the landlord/agent about the need for repairs (e.g. you wrote them an email) or they should reasonably have known about it (e.g. they inspected the property), and
- the landlord/agent has not made a reasonable effort to have the repairs done.

An order for rent reduction

You can ask the Tribunal to make an order that the rent is, or was, **excessive** because the landlord has **withdrawn part of the amenity** you were supposed to be provided with under the tenancy agreement. For example: a room has become unusable due to mould growth.

If the Tribunal finds that the rent is excessive, it can order:

- the amount that the rent must not exceed
- the day from which this maximum rent applies – for a period of up to of 12 months (the Tribunal can back-date a rent reduction to when the issue emerged)

It is important to note that you must make an application for rent reduction **before the tenancy comes to an end**.

See [Factsheet: Rent increases](#) for how to prepare an excessive rent case, and our [Rent Increase Negotiation Kit](#).

If property becomes fully or partially uninhabitable but it is not the landlord or the tenant's fault, you may apply to the Tribunal for rent **abatement**. See [Factsheet: Disaster damage](#).

Compensation

If the landlord fails to meet your deadline for repairs, you have three months to apply for compensation.

You can apply for a Tribunal order that the landlord **compensate you for economic loss**, such as destruction of or

damage to your belongings. You must show that the damage is the result of the landlord failing to remedy the issue, and as a result you've suffered **financial losses**. An example of financial losses could include the cost of cleaning or replacing your belongings.

It is important to show you have taken steps to **minimise the amount of loss** you have experienced (called 'mitigation of loss'). If you failed to do something to prevent or reduce the loss being suffered, it could affect your case.

You can also apply for a Tribunal order that the landlord **compensate you for loss of enjoyment** of the rental home. The landlord is not to interfere with your peace, comfort and privacy. If the landlord fails to carry out a repair, you are not able to enjoy your property. If that is the case, there could be a claim for compensation because you are not getting the enjoyment you are entitled to. This kind of compensation is called '**non-economic loss**.' It's a good idea to discuss this sort of case with your [local Tenants' Advice and Advocacy Service](#).

A claim for non-economic loss should be kept separate from claims about injury or illness. In a non-economic loss claim you could give evidence of the discomfort you have suffered, the inconvenience of cleaning or the stress of having to deal with the issue. But health issues and mental health impacts (like depression and anxiety) fall under the umbrella of **personal injury**. The Tribunal is **not** the best place to pursue a personal injury claim.

If you or someone in your household has **medical expenses** due to mould exposure, seek advice from a legal professional specialising in personal injury law. Consult a solicitor or your local [Community Legal Centre](#) about whether to take legal action.

An order that rent be paid to the Tribunal

In some circumstances, the Tribunal may order that some or all of the rent be paid to the Tribunal (rather than the landlord). In mould cases, this might mean the tenant pays rent to the Tribunal until:

- the landlord has properly addressed the mould issue; and/or
- the Tribunal determines an application for compensation.

The Tribunal will usually only consider this order when the landlord has not complied with a previous Tribunal repairs order. You can include it in your application, in case you have to return to the Tribunal later.

Noteworthy Tribunal cases

In *Bunbury v Fletcher* [2015] NSWCATAP 194 (9/9/15) the Tribunal found that the landlord had breached the obligation to maintain the premises in reasonable condition. The Tribunal ordered 25% rent reduction and the maximum \$15,000 compensation to the tenants for their losses. Including the cost of expert evidence, the tenants' losses were greater than \$15,000.

In another case the Tribunal found that the landlord did not breach their responsibility to provide habitable premises. The

tenants had claimed more than \$13,000 in compensation, but were only awarded \$480. The Tribunal gave no weight to evidence of mould by unqualified witnesses. The Tribunal also found that the tenants had not 'mitigated their loss' (taken steps to avoid their losses).

More info

- Factsheets [Repairs and maintenance](#); [Disaster damage](#); [NSW Civil & Administrative Tribunal](#)
- Tips: [Negotiating with the landlord](#)
- Podcast episodes: [Cracks emerge](#), [Negotiation for renters](#)
- [Rent Increase Negotiation Kit](#)
- Easy Read fact sheet: [Your rights about repairs, access, and privacy](#)
- Sample letters: [Repairs before tenancy](#), [Repairs](#), [Repairs to be carried out by owners corp](#), [Rent reduction](#)
- [Mould](#) (NSW Health)
- [Mould in a rental property](#) (NSW government)
- Your local Public Health Unit: phone 1300 066 055

Factsheet updated March 2025

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NSW Civil & Administrative Tribunal

As a tenant you have rights under the *Residential Tenancies Act 2010* and *Residential Tenancies Regulation 2019*. This factsheet summarises how the Tribunal settles disputes between tenants and landlords.

About the Tribunal

The NSW Civil and Administrative Tribunal (NCAT) is an independent body which deals with certain kinds of disputes between landlords and tenants. It is not a formal court, but its decisions are legally binding. The people who hear cases at the Tribunal are called Tribunal Members.

Most remedies from the Tribunal are for breach of contract – not obeying the terms of the residential tenancy agreement. NCAT was established in January 2014 with the integration of 20 formerly separate NSW tribunals, including the Consumer, Trader and Tenancy Tribunal (CTTT).

Applying for a hearing

Application forms are available from:

- Tribunal Registries or the Tribunal's website (phone 1300 006 228 or see ncat.nsw.gov.au)
- Fair Trading Centres (fairtrading.nsw.gov.au)
- your local Tenants Advice and Advocacy Service

The form includes advice on how to fill it in. For an urgent hearing, attach a letter saying why the application is urgent.

Time limits

An application about a breach must be made within 3 months of becoming aware of the breach. Other types of applications have different time limits – check the application form. If the time limit has passed, ask for an extension in your application.

Costs

An application for residential proceedings (tenancy, social housing, residential communities, and boarding houses) costs \$60 (Standard Fee) or \$15 (Reduced Fee).

An application for strata and community schemes proceedings costs \$125 (Standard Fee) or \$31 (Reduced Fee).

To be eligible for the Reduced/Concession Fee, you must receive a government pension, benefit, or allowance, or be a student in full-time education receiving a government allowance. To apply for the reduced fee, you must provide a copy of your card showing you receive a government pension or benefit, or student allowance. Fees may be waived or postponed for special reasons.

A summons for a witness or documents costs \$55. (Get advice from your local Tenants Advice Service about this.)

If the Tribunal thinks that your application is not serious or that you are deliberately wasting its time, you may have to pay the landlord's costs.

Representation

Tenants usually represent themselves. You can ask the Tribunal to let another person (such as a Tenant Advocate) speak for you, but you will need to convince the Tribunal Member that you need this. You can bring a friend or family member for support.

A landlord may use a real estate agent to represent them. Solicitors may only represent landlords or tenants with the permission of the Tribunal.

Right to an interpreter

If you need an interpreter, write this on your application or tell the Tribunal when you get the notice of hearing. The Tribunal will provide one for free.

You should go to the hearing

It is important to attend the hearing as the Tribunal can make orders that affect you, even if you are not there. If you do not go, you could later find that:

- you have been evicted
- you have been ordered to pay charges that you did not know about
- everything the landlord said was taken as fact – you were not there to give evidence that the landlord was behaving unreasonably or making false claims

If you apply for a hearing and do not attend, the Tribunal may dismiss your application altogether.

Changing a hearing date

If the hearing is set for a date or time that you cannot make, write to the Tribunal before the hearing and ask for another date or time. It also helps to ask the landlord/agent personally to agree to a change. You must give reasons for your request. For example:

- you are sick (you must provide a detailed medical certificate that explains why you could not attend the hearing)
- you want to arrange for someone to represent you
- the landlord has refused to give details of their claim.

If you do not hear from the Tribunal about your request, you should attend the hearing, as it may go ahead without you.

If you cannot ask for a change before the hearing, you can send someone else to ask for a new date. They will need a letter saying that they can speak for you, and they should also know the facts of your tenancy problem in case the

Tribunal refuses your request and runs the case without you. If you are running late for a hearing, call the Tribunal and say that you are on your way, otherwise the hearing may be over by the time you get there.

What to take to the hearing

The Tribunal member hearing your case will need evidence that supports your arguments. If possible, take 3 copies of documents you want to use – one each for you, the landlord/agent and the Tribunal Member. Printed copies are preferable, as you may not be permitted to use mobile devices. These might include:

- the residential tenancy agreement
- a brief written statement of your case
- statutory declarations by other people who have witnessed important events or who can support your case (signed by a Justice of the Peace or a solicitor)
- receipts or quotes (e.g. for rent, bond, cleaning, repairs)
- copies of all letters between you and the landlord
- photographs that show the problem

The first hearing

At the first hearing, the Tribunal Member will ask you and the landlord/agent to try to negotiate an agreement (*conciliation*). Sometimes a conciliator will help you, but often it will be just you and the landlord/agent. Do not feel pressured into agreeing to something unfair.

If an agreement is made, the Tribunal Member will write an order based on your agreement. This ends the matter.

If you and the landlord/agent cannot agree during conciliation, you have the right to have your case heard by a Tribunal Member. The Tribunal may hear your matter on the same day or set it to be heard on another day.

During a hearing

In an 'informal' hearing, the Tribunal Member will listen to you, the landlord, your representative (if any), and the landlord's representative (if any). They will look at any documents, photos or other evidence, and will ask questions. They will then make a decision about the case – known as *orders*.

If the case is more complex, or either side wants to bring witnesses, a 'formal' hearing may be held. The case will be run more like a court, with evidence usually given on oath or affirmation. The Tribunal Member will usually ask the applicant (the person who lodged the application) to present

their case first, then ask the other side to respond.

Be aware that it is an offence to mislead the Tribunal.

Notice of orders and reasons

The Tribunal will give you a notice of orders. If you want the reasons for the orders, write to the Tribunal Registrar within 28 days of getting the notice of orders.

Enforcing an order for payment of money

Orders for payment of money are enforced through the Local Court. You will need a *certified money order* from the Tribunal Registrar. See dcj.nsw.gov.au or phone Legal Aid NSW / LawAccess NSW on 1300 888 529 for guidance.

Renewing an application

If the landlord does not obey an order (other than a money order) you may apply to the Tribunal to have the case renewed. The fee is the same as the original fee. You must apply within the time given in the original order or within 12 months of the date for compliance in the original order.

Set aside and appeal applications

Tribunal decisions can be challenged. The reasons for challenge are limited and time limits apply. Do not delay. Get advice from a Tenants Advice Service or community legal centre before commencing any of the following procedures:

- Application to set aside or vary a decision: \$125 (concession: \$31)
- Appeals to the Appeal Panel of the Tribunal: \$506 (concession: \$127)
- Appeal to the Supreme Court: \$1,351 (no set concession fee)

Fee waiver and/or postponement applications can be made to the Registrar of the Tribunal with your application.

See also

- Tips – Negotiating with the landlord tenants.org.au/resource/negotiation-tips
- Podcast episodes – NCAT: Your questions answered, Cracks emerge, and Negotiation for renters – tenants.org.au/resource/renting-matters
- Rent Increase Negotiation Kit tenants.org.au/resource/rink

Factsheet updated August 2024

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Overdue rent

As a tenant you have rights under the *Residential Tenancies Act 2010* and *Residential Tenancies Regulation 2019*. This factsheet summarises the law in NSW about being behind in rent or other payments (also known as being in arrears), and explains when that can lead to eviction.

Is the rent actually overdue?

You must pay rent **in advance**. If you have not paid rent by the due date, you are in **breach** of your tenancy agreement. This is called **rent arrears**. However in NSW you do not have to pay more than 2 weeks rent in advance. Each time you pay rent you should pay at least 2 weeks in advance (or more if you choose). Your rent in advance will then diminish until you next pay rent. In other words, you do not need to be 2 weeks in front at all times, only on the due date.

If the landlord/agent tells you that your rent is overdue, do not ignore it. Check if they are correct or if rent you have paid has not been recorded. Start by checking your rent receipts, bank statements, or other records.

You are entitled to a **rent record**, commonly called a **rent ledger**, from your landlord/agent. You can make a written request for the record, which they have to provide to you within 7 days. Compare your own records to check if you are actually behind in rent and if so, how much you owe. Contact your [local Tenants Advice and Advocacy Service](#) if you need help understanding the ledger.

A common way tenants can find themselves in rent arrears is when they choose to pay rent monthly. If you calculate the monthly payment at four weeks worth of rent your rent payment may be incorrect. You can use our [Rent Converter](#) tool to **check the way your rent has been calculated**, and compare daily/weekly/monthly amounts etc. If in any doubt, confirm the exact monthly figure with the landlord or real estate agent in writing.

If you are in breach of agreement for unpaid rent the landlord/agent can give you a **non-payment termination notice** (see below). This could lead to eviction. The rent must be at least **14 days overdue** before they can give you this notice.

It may be possible to **negotiate a repayment plan** to get back on track with the rent and keep your tenancy. See 'What can I do if I am having trouble paying?' below.

If there have been problems with the premises, e.g. because the landlord has **failed to do repairs** that you have asked for, or there has been **disaster damage**, then you could also consider seeking a **rent reduction** from the landlord – see [Factsheet: Repairs and maintenance](#), [Factsheet: Disaster damage](#), and [Sample letter: Rent reduction](#).

If you are a tenant in **public or community housing** and you are facing rent arrears, it is important to check if the amount

of rent you are paying is being calculated correctly according to your income. If you disagree about the rent you are being charged or believe there are issues with your rent subsidy, raise it with your housing provider as soon as possible. You can contact your [local Tenants Advice and Advocacy Service](#) for advice.

The landlord/agent must provide a **fee-free and accessible option** for paying your rent. This must include bank transfer and the Australian government's Centrepay. See more in [Factsheet: Rent payment](#).

What about overdue water or utility charges?

'Utilities' are services such as water, electricity, and gas. You are required to pay for water and other utilities **within certain rules**. You should check if you have been charged correctly: the landlord is not allowed to charge you if they have not followed the rules. See [Factsheet: Utilities](#) for more information.

If you have not paid the correct water or utilities charges, then you are in **arrears**. This is a **breach** of your tenancy agreement and the landlord/agent can give you a **non-payment termination notice** (see below). This could lead to eviction. The charges must be at least **14 days overdue** before they can give you this notice.

What can I do if I'm having trouble paying?

If you are behind in rent or other payments, you need to **pay off the amount owing** as soon as possible in order to keep your tenancy.

If you are not able to pay immediately, **try to come to an agreement** with the landlord/agent to pay off the amount you owe over time. See [Tips: Negotiating with the landlord](#), and [Sample letter: Offer to pay rent arrears](#). If you reach an agreement, make sure you have something **in writing** – see [Sample repayment plan agreement](#). Keep notes of any conversations you have and copies of all letters / emails / messages. You can send an email to confirm a verbal agreement. Written evidence may be helpful if you have to go to the NSW Civil and Administrative Tribunal (NCAT) later.

It is a good idea to **seek help from a financial counselling service** such as the [National Debt Helpline](#) (phone 1800 007 007). Ask the service to write a letter confirming your

financial situation and your ability to pay rent and arrears.

See also [Financial assistance for renters](#) for links to support services which may be able to help.

What if I get a non-payment termination notice?

If you are in breach of your tenancy agreement due to unpaid rent or other charges, the landlord/agent can give you a non-payment termination notice. This could lead to eviction.

A non-payment termination notice must:

- be in writing, signed by the landlord/agent
- be properly sent or delivered to you – either by email (to an email address you have specified for the service of documents of that kind); or by post; or by hand (in an addressed envelope to a mailbox at your home or business address); or in person
- include the address of the premises
- include the day by which the landlord/agent wants you to vacate – they must give you at least 14 days' notice
- include the reason for the notice: non-payment of rent, water usage charges or utility charges

The notice must also say that **you are not required to vacate the premises if:**

- you pay all the rent, water usage charges or utility charges you owe (this includes rent paid 2 weeks in advance), or
- you enter into, and fully comply with, a repayment plan agreed with the landlord

If the notice is posted, the landlord/agent must allow an extra 7 working days for delivery.

The landlord/agent can give you a termination notice without first asking you to pay the arrears.

A non-payment termination notice alone does not end your tenancy. Your tenancy ends once you give **vacant possession** – move out and return the keys. If you do not give vacant possession, the landlord/agent can apply to the NSW Civil and Administrative Tribunal (NCAT) for a termination order (see below). You can contact your [local Tenants Advice and Advocacy Service](#) for advice.

If you have paid what you owe, send the landlord/agent something in writing to confirm – see [Sample letter: Payment of rent arrears](#).

If you still owe money when the tenancy ends, the landlord/agent may make a claim on your bond – see [Factsheet: Bond](#). If you owe more than the bond, they may list you on a tenant database – see Factsheets: [Tenant databases](#) and [Eviction](#).

What if the landlord applies to the Tribunal?

If you are in breach of your tenancy agreement due to unpaid rent or other charges, the landlord/agent can apply to the NSW

Civil and Administrative Tribunal (NCAT) for a termination order. This could lead to eviction. The Tribunal will send you a **Notice of Conciliation and Hearing** with the date, time, and place of the hearing. It is important to attend the hearing. If the Tribunal makes the termination order, it **ends your tenancy** and specifies the day by which you must give vacant possession (move out and return the keys). You can contact [your local Tenants Advice and Advocacy Service](#) for advice.

The landlord/agent may apply for a termination order at the same time they give you a non-payment termination notice (see above). However, the Tribunal cannot consider their application until **after the date for vacant possession in the notice**.

If you pay all the money you owe or fully comply with an agreed repayment plan, the Tribunal cannot make a termination order and your tenancy will continue. However, if the Tribunal finds that you have 'frequently failed to pay', it could still make the termination order.

Frequent failure to pay

The landlord/agent may apply for a termination order on the basis that you have also 'frequently failed' to pay the rent and other charges. The Tribunal may then end your tenancy even if you have paid what you owe.

The legislation does not give a standard for what 'frequently failed to pay' means. However, the Tribunal will consider: the duration of the tenancy, the number of times you have fallen behind in payment, and the amount owing – to work out if this has happened 'frequently'.

Steps in the Tribunal

1) Attend the hearing

Attend the hearing even if you have already paid all the rent or charges owing, and even if the landlord/agent tells you not to attend. Take copies of all letters, receipts, and other evidence to support your case. Printed copies are preferable, as you may not be permitted to use mobile devices.

2) Conciliation

The Tribunal Member will first encourage you and the landlord/agent to resolve the arrears problem together in a negotiation known as 'conciliation' – which may include a conciliator from the Tribunal.

If you think the landlord/agent has made a mistake about the arrears or with the termination notice, tell the conciliator or the Tribunal Member straight away.

If you agree about what you owe, you can make an agreement with the landlord to pay the amount back over a period of time. Explain your situation and show that you can pay off the arrears (e.g. show a letter from a financial counsellor). Do not offer to pay more than you can afford (if you cannot meet the agreement, the landlord/agent may apply to end your tenancy). If you can't agree, the case will be heard by a Tribunal Member.

3) At the hearing

- Ask the Tribunal Member for time to bring your arrears up to date and to allow you to continue your tenancy.

- Show the Tribunal Member all the letters or rent receipts that you have brought with you.
- Explain how much extra you can afford to pay per week (a letter from a financial counsellor may be helpful – you can contact the [National Debt Helpline](#): 1800 007 007)
- Explain why you have fallen into arrears (e.g. loss of employment, health reasons – bring documents).
- Tell the Tribunal Member about any hardship that you or your family may undergo if you have to leave.
- Explain how you are able to sustain the tenancy in future.

The Tribunal Member will look at your evidence and that of the landlord/agent. When deciding whether to make the termination order, the Tribunal Member may consider:

- any previous times you were in arrears
- any steps you have taken to pay off the arrears
- the history of the tenancy

The Tribunal may refuse to make a termination order if it finds that you are not in arrears, or that you have not 'frequently failed' to pay rent and/or other charges on time.

For more information see Factsheets: [NSW Civil and Administrative Tribunal](#) and [Eviction](#), or contact your [local Tenants Advice and Advocacy Service](#) for advice.

What if the Tribunal makes a termination order?

If the NSW Civil and Administrative Tribunal (NCAT) makes a termination order, it **ends your tenancy** – you are required to move out and return the premises to the landlord/agent. The Tribunal will consider the relative hardship to you and the landlord and specify the day you must give **vacant possession** (move out and return the keys).

The Tribunal may also order that you have 'frequently failed to pay' the rent, if the landlord included this in their application.

If you do not move out by the day specified on the order, the landlord/agent can get a **warrant for possession** from the Tribunal and go to the Sheriff. A sheriff's officer will enforce the warrant by **evicting you from the premises**. The timing depends on the workload of the Sheriff. You can try to contact them to find out when the warrant may be carried out: [online](#) or phone 8688 4080 for your local office. The warrant must usually be implemented within 28 days of the date of issue. It is a good idea to move important belongings to storage if you can. See also [Factsheet: Eviction](#), or contact your [local Tenants Advice and Advocacy Service](#) for advice.

If you are evicted and your belongings are still at the place, see [Factsheet: Goods left behind](#) for how to recover them.

If you still owe arrears when the tenancy ends, the landlord/agent may make a claim on your bond – see [Factsheet: Bond](#). If you owe more than the bond, or the tenancy is ended by a Tribunal termination order, you may be listed on a tenant database – see [Factsheet: Tenant databases](#).

You may still be able to save your tenancy

After the Tribunal has made a termination order, you may still be able to save your tenancy if:

- the Tribunal has not found that you have 'frequently failed to pay' the rent or water usage charges, and
- the Sheriff has not enforced the warrant for possession yet

To save your tenancy, pay all the rent, water usage charges or utility charges you owe, including rent in advance, and tell the landlord/agent that you have done so. The landlord/agent must then tell the Sheriff, who then will not enforce the warrant for possession.

If you have paid what you owe, send the landlord/agent something in writing to confirm – see [Sample letter: Payment of rent arrears](#).

If the landlord/agent fails to notify the Sheriff, they face a fine of \$2,200. If the landlord/agent threatens you with eviction by the Sheriff after you have paid the full amount that you owe, apply to the Tribunal for a 'stay' on the termination order. See [Factsheet: Eviction – landlord ends tenancy](#), and contact your [local Tenants Advice and Advocacy Service](#) for advice.

More info

- Factsheets: [Rent payment](#), [Utilities – Water, energy, internet](#), [Eviction – landlord ends tenancy](#), [NSW Civil & Administrative Tribunal](#), [Tenant databases](#), [Repairs and maintenance](#)
- Tips: [Negotiating with the landlord](#)
- [Rent Increase Negotiation Kit](#)
- Podcasts: [Negotiation for renters](#), [Hit the road Jack](#).
- Sample letters: [Payment of rent arrears](#), [Offer to pay rent arrears](#), [Repayment plan agreement](#), [Rent reduction](#)
- Sheriff contact: [Office of the Sheriff online](#) or phone 8688 4080 for your local office

Factsheet updated June 2025

For free advice, call your local Tenants Advice & Advocacy Service:

SYDNEY:

• Eastern	9386 9147
• Inner	9698 5975
• Inner West	9559 2899
• Northern	9559 2899
• Southern	9787 4679
• South West	4628 1678
• Western	8833 0933

REGIONAL:

• Blue Mountains	4704 0201
• Central Coast	4353 5515
• Hunter	4969 7666
• Illawarra Sth Coast	4274 3475
• Mid Coast	6583 9866
• Northern Rivers	6621 1022
• Northwest NSW	1800 836 268
• Southwest NSW	1300 483 786

ABORIGINAL:

• Sydney	9833 3314
• West NSW	6881 5700
• South NSW	1800 672 185
• North NSW	1800 248 913

WEB: tenants.org.au

NSW FAIR TRADING: 13 32 20

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Pets

Pets are family! As a tenant you have rights under the *Residential Tenancies Act 2010* and *Residential Tenancies Regulation 2019*. This factsheet explains the laws relating to keeping a pet at your rental property – including the steps needed to seek permission, the rules, the exceptions, and some things to keep in mind once you have a pet.

With the [new tenancy laws](#) coming into effect from 19 May 2025, it is now much easier than before to keep a pet at your rental home. However, like before, you still **require the landlord's consent**. There is now a structured process with clear rules on when the landlord can 'refuse' permission or when the landlord can impose 'conditions' with the permission.

The landlord/agent cannot refuse your request without a valid reason, or impose unreasonable conditions that make it impossible to keep your pet.

If the landlord refuses your request to keep a pet, or imposes conditions you believe are unreasonable, see below: 'How do I challenge the landlord's response to my pet application?' It is also a good idea to get advice from your [local Tenants Advice and Advocacy Service](#).

NSW Fair Trading will have a much more active role in mediating disputes about pets, and the NSW Civil and Administrative Tribunal (NCAT) will have the final word on whether you can keep your pet.

The new pet laws apply to **all new and existing tenancy agreements**, regardless of when you started your tenancy, or what type of agreement you have. The only minor exception is for students in purpose-built student accommodation (PBSA) where these new pet laws do not apply.

If you **already had an approved pet** before the start of the new laws, you do not have to re-apply for consent for the same approved animal.

Also, it is now unlawful for a landlord or agent to **advertise that pets will not be permitted** at the premises. If this has occurred, you should gather evidence and make a complaint to NSW Fair Trading.

Assistance animals

Note that if your pet is an 'assistance animal' recognised under the *Disability Discrimination Act 1992*, you do not require your landlord's permission to keep the pet.

However you should still inform your landlord/agent about the pet including its accreditation and/or training as an assistance animal, if any.

5 key steps to get permission for a pet at your rental home

1. **Start the process** of getting consent using the NSW Fair Trading [Pet Application Form](#) (the Form). Complete **Part A** of the Form and give that to the landlord/agent. If there are co-tenants in the tenancy, all co-tenants will have to jointly apply for the pet consent.
2. **Allow 21 days** for the landlord/agent to provide you with a written response in **Part B** of the same Form. If the landlord does not respond within 21 days, your request is taken to have been **approved**.
3. **Review the landlord's response**. If you are not happy with the response, consider if:
 - the refusal is not on **permitted grounds** (see below), or
 - the **conditions** being imposed are **unreasonable**.
4. **Negotiate** with the landlord. Seek clarification on conditions that appear unreasonable or a refusal that appears unlawful.
5. **If you want to challenge the landlord's response**, contact NSW Fair Trading for assistance and/or apply to the Tribunal for a ruling. Apply within 28 days of the refusal or the imposition of unreasonable conditions. (See more below.)

Can the landlord refuse permission for me to have a pet?

The landlord/agent can only refuse consent for you to keep a pet using one of the **permitted reasons** ('permitted grounds') under the *Residential Tenancies Act*. They must include the reasons in Part B of their response to your request, **within 21 days** of receiving your Pet Application Form.

Permitted reasons for refusing to give consent

1. if the landlord **resides at the premises**;
2. if the premises are '**unsuitable**' because either:
 - a. the **fencing** is not appropriate (however if the landlord has not kept the fencing in a reasonable state of repair, they cannot use this reason to refuse consent), or
 - b. there is insufficient **open space** (which includes accessible

Continued...

common areas) for the animal to urinate or defecate or to receive exercise, or

- c. the nature of the premises means that the animal cannot be kept at the premises **humanely**;

Note: The landlord cannot refuse consent on the basis of the premises being 'unsuitable' if the animal will be kept primarily within an enclosure on the premises or if the animal will be kept primarily inside the premises and will be under effective control of a person if taken outside.

3. if the total number of animals being kept at the premises will be **more than four**;
4. if it is **highly probable** that the keeping of the animal will **cause damage** that would cost **more than the bond** to reasonably repair;
5. if keeping the animal would **breach** an Act, or law, or a local Council order, or a by-law of the Strata scheme, or a community rule of the residential community; or
6. if the tenant has not agreed to a **reasonable condition** proposed by the landlord (see below: 'Can the landlord impose conditions on me having a pet?').

The reasons above are the only permitted reasons for refusing to give consent. The landlord may still agree to you keeping a pet, even if one of the above reasons could apply. For example the landlord may agree to you keeping more than four pets, (e.g. in a rural property with acreage). It is important to take account of the context and specific circumstances of the case.

If the landlord/agent has refused your written request to keep a pet and you believe that they have not used a permitted ground, or have used it incorrectly, see below: 'How do I challenge the landlord's response to my pet application?'

Can the landlord impose conditions on me having a pet?

The landlord/agent can only impose conditions that are '**reasonable**.' They cannot set unreasonable conditions.

Unreasonable conditions include:

- increasing the rent or the bond;
- requiring another type of bond or security on top of your original bond – it is not lawful to demand a 'pet bond';
- requiring you to only use a specified person or business to carry out professional cleaning or fumigation.

'Reasonable' conditions could include:

- requiring professional **carpet cleaning** at the end of the tenancy if the animal will live indoors – but this is only reasonable if appropriate for the type of animal, e.g. it would not be appropriate if the pet is a fish;
- requiring professional **fumigation** at the end of the tenancy – but only if the animal is a mammal;

- requiring that the animal is not allowed to be kept **indoors** – but this is only reasonable if the animal is a type not usually kept indoors, such as a horse, chicken, goat, or other livestock.

If the landlord has imposed conditions that you believe are unreasonable, see below 'How do I challenge the landlord's response to my pet application?'

How do I challenge the landlord's response to my pet application?

If you are not happy with the landlord's response in the **Pet Application Form**, you should start by **negotiating**. You can ask for clarification about conditions that appear unreasonable or a refusal that you believe to be unlawful. You may be able to reach an agreement with the landlord. You may be able to negotiate about required repairs, or minor property modifications.

See also **Tips: Negotiating with the landlord**, **Factsheet: Repairs and Maintenance**, and **Property modifications**.

Taking action in the Tribunal

You generally have **28 days** from receiving the landlord's response (in Part B of the Form) to challenge it in the NSW Civil and Administrative Tribunal (NCAT). Make sure you have all your **evidence**, including your communications with the landlord about the request. The Tribunal makes decisions based on the application of law to the evidence. If you are going to the Tribunal, it is a good idea to get advice from your **local Tenants Advice and Advocacy Service**.

See also **Factsheet: NSW Civil and Administrative Tribunal**.

What do I need to know about renting with pets?

Congratulations, it's wonderful to have a pet as part of the family! After you have received the landlord's consent to keep a pet, there are some things to keep in mind when renting with pets.

First and foremost, as a pet owner, you have a responsibility for the **welfare of your pet**. There are **Local Council obligations** that apply equally to home-owners and renters. For more, see your Local Council website and **RSPCA NSW**.

As a tenant, you have responsibilities under your residential tenancy agreement. It is important **not to breach the agreement**. A breach could lead to the landlord/agent sending you a termination notice or taking action to evict you.

Noise and nuisance

All tenants have a responsibility **not to cause or permit a nuisance**, and not to interfere with the **peace, comfort and privacy of a neighbour**.

If you have a pet that makes excessive noise, it is possible that this will breach your tenancy agreement. Whether the noise is reasonable will depend on the particular circumstances, including frequency and the time of day.

Other forms of nuisance, like repeatedly running at a neighbour, or breaking into their yard, can also count as a breach of your agreement. Make sure your home is safe and appropriate for your pet, including reporting any necessary repairs to fences or gates, so as to avoid these issues.

Access by the landlord/agent

The landlord/agent can access the premises in **certain limited circumstances**. See [Factsheet: Privacy and Access](#). If a landlord is aware of your pet and allows harm to come to your pet when they access the premises, for instance by leaving a gate open through which the dog escapes, they may be liable for compensation to you.

Damage to the property

All tenants have a responsibility to **not intentionally or negligently cause damage** to the property, and to return the property in a similar condition as at the beginning of the tenancy, apart from **fair wear and tear**.

If your pet causes damage to the property, for example by scratching doors or floorboards, it will be your responsibility to fix or pay for the damage. However, the cost of the damage is subject to **mitigation of loss** (meaning that the landlord must take reasonable steps to reduce/avoid losses) and **fair wear and tear**. See [Factsheet: Repairs and Maintenance](#) and [Factsheet: Bond](#).

Cleaning at the end of tenancy

Your landlord may impose conditions on cleaning and fumigation at the end of the tenancy as part of the permission to keep a pet. These conditions must be **reasonable and appropriate**. For example, it would not be appropriate to ask you to have carpets professionally cleaned if the animal you kept is a fish in a small tank.

(Usually, these sorts of additional terms requiring you to have the premises professionally cleaned or fumigated when you move out are not permitted in the tenancy agreement, but there is an exception where you have been permitted to keep an animal on the premises.)

Lasting permission

The landlord's consent for you to keep a pet, once given or agreed to with conditions, or consent given by the Tribunal, **will remain in force for the tenant for the lifetime of the animal at the same rental property**. This is the case despite any change to the landlord, or agent, or tenancy agreement.

Strata

Strata by-laws that try to impose a **blanket ban** on animals are invalid. However, strata schemes may have other by-laws about the keeping of animals. A by-law can only prohibit pets where the keeping of an animal would unreasonably interfere or impact on other occupants. The [Strata Schemes Management Regulation](#) specifies the range of circumstances that are considered 'unreasonable interference'.

The landlord or agent must provide you with the by-laws for the building within 7 days of moving in.

See also [Factsheet: Strata scheme tenants](#).

More info

- Factsheets: [Starting a tenancy](#), [Bond](#), [Repairs and maintenance](#), [NSW Civil & Administrative Tribunal](#), [Property modifications for older tenants](#)
- Tips: [Negotiating with the landlord](#)
- [New Renters Kit](#)
- NSW government: [Tenants keeping a pet in a rental property](#), [Form to apply to keep a pet in a rental property](#)
- [RSPCA NSW](#)
- Australian Human Rights Commission (2016) '[Assistance animals and the Disability Discrimination Act](#)'

Factsheet updated 19 May 2025

For free advice, call your local Tenants Advice & Advocacy Service:

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• Inner	9698 5975
• Inner West	9559 2899
• Northern	9559 2899
• Southern	9787 4679
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• Mid Coast	6583 9866
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• Northwest NSW	1800 836 268
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Privacy and access

As a tenant you have rights under the *Residential Tenancies Act 2010* and *Residential Tenancies Regulation 2019*. This factsheet summarises the law in NSW about your right to privacy and the landlord's right to enter the premises.

Your rights as a tenant

You are entitled to 'reasonable peace, comfort and privacy' in your use of the premises. The landlord/ agent must not interfere with, or cause or permit anyone to interfere with, your peace, comfort and privacy.

Landlord's right to enter the premises

Other than as outlined below, the landlord/agent, or another person authorised by the landlord, must not enter the premises.

If the landlord/agent gives you the proper notice (if applicable) and they have a valid purpose, you must allow them to enter. This applies whether or not you are at the premises at the time (see below).

Entry with consent

The landlord/agent, or another person authorised by the landlord, can enter the premises at any time – if you give your consent.

Entry without consent, without notice

The landlord/agent, or another person authorised by the landlord, can enter the premises without your consent and without notice, only:

- in an emergency, or
- to do urgent repairs (see Factsheet: *Repairs and maintenance*), or
- if the landlord thinks that the premises have been abandoned, or
- in accordance with an order of the NSW Civil and Administrative Tribunal (NCAT), or
- if they have serious concern about the health/safety of a person on the premises (after they have first tried to get your consent to enter).

Except in the case of (e) above, the 'Limits to entry without consent' (see below) do not apply.

Entry without consent, with notice

The landlord/agent, or another person authorised by the landlord, can enter the premises without your consent for certain purposes. See the table below for the number of times entry is permitted and minimum notice periods.

Except as noted in the table, notice does not have to be in writing. If notice is posted to you, the landlord/ agent must allow an extra 7 working days for delivery.

Taking photos or video of your house for advertising purposes

The landlord/agent can access your premises to take photos

or visual recording of the interior of your rented premises for advertising (sale and lease only) purposes without your consent, although they must first give you reasonable notice and opportunity to move your possessions out of frame.

The landlord and their agent can share the images with each other for the purposes of inspection, maintenance or repairs without your consent.

However, the landlord must obtain your written consent to publish these photos or visual recording publicly, such as on a website, flyer, newspaper or other publication, if they visibly show your possessions. You cannot unreasonably withhold consent to such publication. Being in circumstances of domestic violence is a valid reason to withhold consent.

See also Factsheet: Sale of rented premises.

Showing the premises to prospective tenants – 'reasonable' notice / number of times

The law does not say what 'reasonable' means. Disagreements about what is reasonable can be settled by the Tribunal.

If you disagree with the landlord/agent about reasonable access, apply to the Tribunal for an order to specify or limit the days and times on which they can show the premises.

If you refuse access, the landlord/agent can apply to the Tribunal for an order that authorises them or any other person to enter the premises.

Showing the premises to prospective buyers – agreeing to days and times

The landlord or the agent arranging the sale must try to come to an agreement with you about days and times. When you make an agreement, put it in writing.

You must not unreasonably refuse to agree to days and times for showing the premises – however, you need not agree to more than 2 showings in any period of a week.

The landlord/agent may apply to the Tribunal for an order to specify the days & times that you must let the premises be shown.

Limits to entry without consent

The landlord/agent, or another person authorised by the landlord, must not:

- enter before 8am or after 8pm
- enter on a Sunday or public holiday
- stay longer than necessary

They must, if they can, notify you of the proposed time and date of entry.

A person authorised by the landlord/agent must have written consent from the landlord/agent to enter the premises. If you are at the premises, they must show you this consent.

Entry without consent: permitted frequencies & notice periods

Purpose	Maximum frequency	Minimum notice
To inspect the premises	4 times in any 12-month period	7 days written notice each time
To carry out or assess the need for: <ul style="list-style-type: none"> necessary repairs/maintenance (non-urgent) work to meet legal health/safety obligations 	(none – as required)	2 days notice each time
To value the premises	1 time in any 12-month period	7 days notice each time
To take photos / video of the inside of the house to advertise the premises for sale or lease	1 time within the 28 days before the marketing of the premises or the termination of tenancy	'Reasonable' notice and 'reasonable' opportunity to move your possessions (that can be reasonably moved) out of the camera view
To show the premises to prospective tenants	A 'reasonable' number of times in the 14 days before the tenancy agreement ends	'Reasonable' notice each time
To show the premises to prospective buyers	2 times in any period of a week	<ul style="list-style-type: none"> Before first showing: 14 days written notice of intention to sell, then Before each showing: as agreed, otherwise 48 hours notice each time

Entry when you are not at the premises

If you cannot be there, try to arrange for someone to be there on your behalf. People entering the premises when you are not there may be a problem for your insurance (if you have insurance). Ask your insurance company about this.

If your goods are stolen or damaged, apply to the Tribunal for compensation. You must be able to show that your loss was due to the conduct of the landlord/agent or other authorised person.

Interference with your privacy

Examples of this include:

- the landlord/agent coming to the premises for no reason and without notice
- a tradesperson coming to do non-urgent repairs without proper notice
- prospective buyers with keys coming around without notice or written consent from the landlord.

If your privacy is interfered with

Complain to the landlord/agent in writing and demand that they stop breaching your tenancy agreement.

Keep a copy of the letter. You can also:

- apply to the Tribunal for orders:
 - to stop the landlord/agent entering the premises (Apply within 3 months after you become aware of the landlord's/agent's breach.)
 - to specify or limit the days and times on which, and purposes for which, the landlord/agent or other authorised person can enter (Apply at any time during the tenancy.)
 - for the landlord to carry out a term of your residential tenancy agreement (Apply at any time during the tenancy.)
 - to allow you to change the locks or refuse the landlord a key to the premises (See Factsheet: *Locks and security*.)
 - to end your tenancy (See Factsheet: *You want to leave*.)
 - for compensation for loss of or damage to your goods (Apply within 3 months after you become aware of the loss or damage.)
- report trespass to the police
- complain to NSW Fair Trading.

If your complaint is about a real estate agent, tell your landlord about the agent's behaviour.

Applying to the Tribunal

See Factsheet: *NSW Civil and Administrative Tribunal* and contact your local Tenants' Advice and Advocacy Service for help to make an application.

Complaining to NSW Fair Trading

See *Complaining to NSW Fair Trading* at tenants.org.au/resource/complaints-fair-trading or contact your local Tenants' Advice and Advocacy Service.

See also

Tips: Negotiating with the landlord
tenants.org.au/resource/negotiation-tips

Podcast episodes: Cracks Emerge, Negotiation for renters
tenants.org.au/resource/renting-matters

Easy Read fact sheet: Your rights about repairs, access, and privacy at tenants.org.au/resource/easy-read

Factsheet updated July 2024

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Rent increases

As a tenant you have rights under the *Residential Tenancies Act 2010* and Residential Tenancies Regulation 2019. This factsheet summarises the law in NSW about how rent may be increased, including how often it may be increased, correct notice, and what to do if the increase is excessive.

From 31 October 2024 the *Residential Tenancies Act 2010* changed. The new rules restrict how often rent increases are allowed. There is now a **12 month cap on rent increases** for most tenancy agreements – the landlord/agent cannot increase your rent:

- within the first 12 months since the start of the tenancy, or
- more than once in any 12 month period

This new limit is in effect and applies to all periodic (ongoing) agreements, and most fixed-term agreements. There are a small number of '**excluded agreements**' (see 'How often can rent be increased' below). If you are unsure if you have an 'excluded agreement' or not, contact your [local Tenants' Advice and Advocacy Service](#).

The new 12 month limit on rent increases also applies to any **new agreement** for the same premises (including renewal), as long as the landlord and at least one tenant remains the same.

You are entitled to **proper written notice** for all rent increases.

If you are a tenant in public or community housing – social housing – see 'Public and community housing tenants' below.

Is the rent increase notice valid?

The landlord/agent can only increase the rent if they follow the legal requirements for correct notice below. These requirements apply to all residential tenancy agreements – both fixed-term and periodic (ongoing) – and including renewal of a fixed-term agreement.

Correct written notice

Correct notice of a rent increase must:

- Be in writing
- State the increased rent
- State the day from which the increased rent applies

Correct notice period

- The landlord/agent must give you at least **60 days notice** of a rent increase.
- If the landlord/agent posts the notice, they must allow an extra 7 working days for delivery.

There is now also a **12 month cap on rent increases** for most agreements (see below). This means that for most tenancies, a rent increase is **not valid** if it is:

- within the first 12 months since the start of the tenancy, or
- more than once in any 12 month period

How often can rent be increased?

There is now a **12 month cap on rent increases** for most agreements. This means that for most tenancies, the landlord/agent **cannot** increase your rent:

- within the first year of the start of the tenancy, or
- more than once in any 12 month period

This new limit on rent increases applies to all periodic agreements and most fixed-term agreements. There are a small number of '**excluded agreements**', which are fixed-term agreements of less than 2 years, signed before 13 December 2024, and with a built-in rent increase. When the fixed term expires, the tenancy will fall under the 12 month cap on rent increases like all other tenancies. If you are not sure if your agreement is excluded or not, contact your [local Tenants' Advice and Advocacy Service](#) for advice.

Additionally, for any **fixed-term agreement** (including the 'excluded agreements' described above) your rent can only be increased if it is a written term of the tenancy agreement. The amount of the rent increase (or method of calculating it) must be specified in the agreement.

The 12 month limit on rent increases also applies to any **new agreement** or renewal of a fixed-term agreement for the same premises – as long as the landlord and at least one tenant remains the same.

You must be given correct written notice of a rent increase (see above) under all residential tenancy agreements.

What if the rent increase notice is incorrect?

If you do not get **60 days notice** and/or the notice is not given **in writing**, you do not have to pay the increased rent.

For most agreements, if the landlord/agent tries to increase the rent within the first 12 months since the start of the tenancy, or **more than once in any 12 month period** after the first year of the tenancy, you do not have to pay the increased rent.

Continue to pay your current rent. It is a good idea to write to

the landlord/agent explaining that the notice is invalid. See [Sample letter: Invalid rent increase](#).

If the landlord/agent still wants to increase the rent, they must give you a new notice.

If you pay an invalid rent increase, you can apply to the NSW Civil and Administrative Tribunal (NCAT) for repayment, but you must apply within 12 months of the increase. It's a good idea to get advice from your [local Tenants' Advice and Advocacy Service](#) if you want to make an application.

What if the rent increase is excessive?

Under tenancy laws a rent increase may be considered "excessive" if it is **above market rent** – considering the size, condition, and features of the property. Other factors, such as your income or the increasing rents across NSW, **are not taken into account** by the law. However you can still appeal to these other factors in negotiations with the landlord/agent if you wish.

If you think a rent increase is excessive, you can:

- negotiate with the landlord/agent to lower or withdraw the increase and/or
- apply to the NSW Civil and Administrative Tribunal (NCAT) for an order that the new rent is excessive.

Negotiating a smaller rent increase

Ask to meet with the landlord/agent. You can offer to pay a smaller amount of extra rent per week or to pay the increase gradually over 6-12 months. If the landlord seems interested, put a proposal in writing. See [Rent Increase Negotiation Kit](#).

While negotiating, apply to the Tribunal within the 30-day time limit in case you cannot come to an agreement.



Applying to the Tribunal for an excessive rent order

For an excessive rent application, you must apply **within 30 days** of getting a rent-increase notice. If the Tribunal finds that a rent increase is excessive, it will make an **excessive rent order**. The order will specify:

- the amount that the rent must not exceed

- the day from which this maximum rent applies – for a period of up to 12 months

When deciding if a rent increase is excessive, NCAT will consider:

- rents for similar premises in the same or a similar area ('general market level of rents')
- the landlord's outgoings under the tenancy agreement
- any fittings, appliances or other goods, services or facilities provided with the premises
- the state of repair of the premises
- the accommodation and amenities provided in the premises
- when the last increase was
- any work you have done to the premises
- any other matter it considers relevant

The Tribunal **will not consider your income** or whether you can afford the increase.

Preparing an excessive rent case at the Tribunal

Gather evidence to present at the Tribunal hearing:

- Check out your area and dwelling type on our [Rent Tracker Postcode Tool](#) or generate a personalised letter and data summary using our [Rent Increase Negotiation Kit](#).
- Look at similar properties in your area (at least 3), take photos, and gather evidence of the rent for the properties (through real estate agent listings or statutory declarations from current tenants – advertised listings may not be enough).
- Refer to the latest [Rent and Sales Report](#) on the DCJ Housing website, which has the average rents in every local government area in NSW.
- Make a list of repairs done by the landlord (if any).
- Make a list of all rent increases since you lived at the premises.
- Gather receipts for any work you have had done to the premises with the landlord's consent.
- Take photos showing the condition of the premises.
- Find out if council and water rates have increased in recent years – get this in writing if possible (in case the landlord claims increased charges as a reason for the rent increase).

See [Factsheet: NSW Civil & Administrative Tribunal](#) and your [local Tenants' Advice and Advocacy Service](#) for advice.

What happens to the bond if the rent is increased?

The landlord/agent cannot require you to pay more (or another) bond when the rent is increased.

See [Factsheet: Bond](#) for more information.

Public and community housing tenants

If you live in social housing – public housing, community housing, or an Aboriginal Housing Office tenancy – you will likely have a rent rebate as well. The usual rules described above apply, plus your rebate can change. When the rebate is reduced, the rent you pay will increase.

You can apply to your landlord for review of a rebate change decision, and then appeal to the [Housing Appeals Committee](#). The NSW Civil and Administrative Tribunal (NCAT) cannot review a rebate change decision.

If your rebate is cancelled, you can apply for review and appeal plus apply to the Tribunal for an excessive rent order (see above). Contact your [local Tenants' Advice and Advocacy Service](#) for advice.

Oral tenancy agreements, sub-tenants, boarders and lodgers

A tenancy without a written agreement cannot have a rent increase during the first 6 months. Also, no grounds termination cannot be used during that first 6 months.

Renting rules are different for boarders, lodgers, and sub-tenants without a tenancy agreement. For more information contact your [local Tenants' Advice and Advocacy Service](#). See also [Factsheet: Boarders and lodgers](#), and [Factsheet: Share housing](#)

See also

- Factsheets: [Rent payment](#), [Overdue rent](#), [NCAT](#).
- [Rent Increase Negotiation Kit](#).
- Tips: [Negotiating with the landlord](#)
- Podcast episode: [Negotiation for renters](#)
- NCAT: phone 1300 006 228, ncat.nsw.gov.au
- Housing Appeals Committee: 1800 629 794, nsw.gov.au/departments-and-agencies/housing-appeals-committee



Factsheet updated 13 December 2024

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Rent payment

Paying rent is a fundamental part of your tenancy agreement (commonly called a 'lease'). As a tenant you have rights under the *Residential Tenancies Act 2010* and *Residential Tenancies Regulation 2019*. This factsheet summarises the law in NSW about how and when you must pay rent, rent payment methods, ledgers, and other rules.

If you fall behind on your rent, you are in breach of your tenancy agreement. This can lead to eviction, however there are steps you can take to save the tenancy. See [Factsheet: Overdue rent](#).

If the landlord/agent is doing something wrong (such as not doing repairs, or demanding an invalid or excessive rent increase), the best strategy is to keep paying your rent while using the correct legal process to challenge the problem. See Factsheets: [Repairs & maintenance](#), [Rent Increases](#), [NSW Civil and Administrative Tribunal \(NCAT\)](#), and [Negotiation tips](#).

How to pay rent – payment methods

Following the [tenancy law changes](#) in May 2025, landlords/agents must provide a **fee-free and accessible option** for paying your rent. This must include **bank transfer** and the Australian government's **Centrepay** (see below). The landlord/agent must not charge you a fee, or pass on any costs they incur by rent being paid in either of these ways.

Centrepay is a voluntary bill paying service which is free for Centrelink recipients. If you are using Centrepay to pay your rent in your current agreement or the landlord or agent offers Centrepay, you can continue to use it. From a date to be confirmed, Centrepay will be added as a requirement that all landlords and agents must offer as an option.

If you and the landlord agree you can **change** the way you pay your rent. The landlord/agent **cannot refuse** if you decide you want to start paying via bank transfer or Centrepay.

Direct debit may be offered as an option for rent payment. However it probably does not count as a prescribed fee-free method, due to the fees involved.

Third party rent payment platforms are services that will take money out of your bank account and put it in the rent account at the real estate agency. These services may be helpful for some renters, but for others there may be significant drawbacks, including price and use of your personal data by the third party. The landlord **cannot require you to use a particular third party payment platform**, but they can offer it alongside the fee-free and accessible option.

How much rent should I be paying?

The **amount of rent** you need to pay is set out at the start of the tenancy and usually written into your **tenancy agreement**.

The landlord/agent can only require you to pay **2 weeks rent in advance** (see more below: 'When do I pay the rent'). At the start of the tenancy they can also ask for a **bond**, which must not be more than **4 weeks rent**, and must be deposited with NSW Fair Trading. See factsheets: [Starting a tenancy](#) and [Bond](#).

You can find and compare **rent data for any NSW postcode** using our [Rent Tracker Postcode Tool](#).

The landlord/agent can only **increase the rent** according to the rules set out in tenancy law. If you think a rent increase is **invalid**, or **excessive**, there is a process you can follow to challenge the increase. See [Factsheet: Rent increases](#).

In **social housing**, the rules about how much rent you pay are different, as they involve a calculation of your rental subsidy. You can check if the amount of rent you are paying is being calculated correctly according to your housing provider's policy. **If you disagree about the rent you are being charged** or believe there are issues with your rent subsidy, raise it with your housing provider as soon as possible. You can contact your [local Tenant Advice and Advocacy Service](#) for advice.

When do I pay the rent?

You have an obligation to pay rent on the **due date** set out in your residential tenancy agreement. On the due date you are required to pay at least **2 weeks in advance** (see more below).

The landlord/agent **cannot require you to**:

- pay more than 2 weeks in advance;
- pay more than 2 weeks worth of rent at a time;
- pay rent before the due date; or
- pay rent with a post-dated cheque.

What does 'rent in advance' mean?

You do not need to be 2 weeks in advance at all times – **only on the due date**. In practical terms, this means that when you pay rent on the due date, you must be at least 2 weeks in advance at that point. From that point, your rent in advance will then be used up over the next two weeks, until the next due date. It is your choice if you want to pay more than 2 weeks rent in advance, but you cannot be made to do so.

When is the rent counted as paid?

Generally speaking, rent is counted as paid when it is received by the landlord/agent. If you pay rent via **bank transfer** it may take **up to a few days to transfer**. Arguably, rent is not said to be paid on the date you make the transfer but on the date that it is received in the landlord/agent's bank account.

Paying rent monthly

If you choose to pay your rent monthly, check your tenancy agreement and make sure the calculation is correct. Otherwise you might not be paying the correct amount. Not all months are exactly 4 weeks long, so 4 weeks worth of rent might not be the correct amount. You can use our [Rent Converter](#) tool to check the way your rent has been calculated, and compare daily/weekly/monthly amounts.

Rent receipts and ledgers

The landlord/agent must keep a record of rent you have paid. This rent record is commonly called a rent ledger. If you make a **written request for a copy of the rent ledger**, the landlord/agent **must provide it to you within 7 days**. The landlord/agent only needs to provide a rent ledger for a specific period once.

Examining the rent ledger

A rent ledger can appear confusing at first – often there are lots of numbers and columns with headings that are difficult to understand. There is no standard format that landlords/agents use – they tend to use accounting software, which varies widely. If you are having trouble understanding the ledger, you could ask the landlord/agent to explain it to you and point out where the issues are.

It is a good idea to **compare the ledger to your own records** (such as your bank statement or rent receipts). It may help to **start with the dates**, and then look to see if the correct **amount** has been recorded.

If you find an error in the rent ledger, write to the landlord/agent and ask them to correct it. If possible, provide **evidence**, such as a copy of your bank statement – you can remove or cover up details that are not relevant, such as other transactions. If the landlord/agent refuses to correct the rent ledger, contact your **local Tenant Advice Service** for advice.

Rent receipts

If you pay your rent **in person** you are entitled to a rent receipt on the spot, unless you pay by cheque. If you pay by cheque, the landlord/agent must make the receipt available for collection by you or give you the receipt.

Rent receipts must include:

- the name of the person receiving the rent
- the name of the person paying the rent
- the address of the rented property
- the date rent was paid and the period of time that the rent covers (including the date rent is paid up until), and
- the amount of rent paid

If you are a tenant with **Homes NSW** or the **Aboriginal Housing Office**, the rent receipt requirements do not apply.

What if I can't pay rent on time?

Your tenancy agreement requires that you pay rent on time. If you have not paid rent by the due date, you are in **breach** of your agreement and the landlord/agent can give you a **non-payment termination notice**. You must **owe at least 14 days rent** before they can give you this notice.

A termination notice by itself does not end your tenancy,

however **it can lead to eviction**. There is a legal process that the landlord/agent needs to go through at the NSW Civil and Administrative Tribunal (NCAT). This process requires evidence that your rent is in fact overdue. If you **frequently fail to pay rent on time**, this can increase the risk of eviction.

Steps you can take:

1. **Check** if your rent is actually overdue. If you are not sure, talk to the landlord/agent and make a written request for a rent ledger. Check the ledger against your records, such as bank statements.
2. **Negotiate** with the landlord/agent. Tell them when you will be able to pay the overdue rent. Offer to enter into a **repayment plan that you can afford**. You could provide paperwork to support your offer, like a letter of employment. See **Tips: Negotiating with the landlord**, and **Sample letter: Offer to pay rent arrears**. If you reach an agreement, make sure you have something **in writing** – see **Sample repayment plan agreement**.
3. **Seek help**. If you are having trouble paying your rent, you could seek help from services that offer **financial assistance for renters**. It is also a good idea to speak to a financial counselling service such as the **National Debt Helpline**. A financial counsellor may be able to write a letter confirming your financial situation and your ability to pay overdue rent.
4. **Pay to stay**. If you have fallen behind on rent, it may still be possible to save the tenancy **by paying all the rent or charges owing**, or entering into an agreed repayment plan.

See more in **Factsheet: Overdue rent**.

What about other charges?

Tenancy law and your tenancy agreement set out rules about who pays for water, energy, and other utilities. If you are required to pay a utility charge, it will usually be a separate payment to your rent, with a different due date.

A landlord/agent **cannot require you to use a particular service provider** to provide or pay utility charges – unless you are in an **embedded network**.

If you do not pay a utility charge when you are required to do so, it is a breach of your tenancy agreement.

See more in **Factsheet: Utilities – energy, water, internet**.

More info

Factsheets: **Overdue rent**, **NCAT**; **Rent increases**; **Utilities**; **Easy read**; Tips: **Negotiating with the landlord**; **Financial assistance for renters**; **Rent Converter**; **New Renters Kit**; NSW government: **How and when to pay rent**, **Rent receipts**.

Factsheet updated June 2025

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Repairs and maintenance

As a tenant you have rights under the *Residential Tenancies Act 2010* and *Residential Tenancies Regulation 2019*. This factsheet summarises the law in NSW about repairs and maintenance for your rental home – including the responsibilities of landlord and tenant, how to get repairs done, and when repairs are seen as 'urgent' or 'non-urgent'.

What am I responsible for as a tenant?

Under the terms of the standard residential tenancy agreement (your lease), you agree to:

- keep the property (or 'premises') **'reasonably' clean**
- **tell the landlord** of any damage/disrepair as soon as possible
- leave the property as near as possible to the **condition it was in at the start** of the tenancy – except for 'fair wear and tear'
- **not damage** or permit damage to the property deliberately or negligently – you are responsible for damage by any person or pet you have allowed into the property
- **not do any renovations or alterations**, or add or remove any fixtures, without the landlord's written consent, unless permitted under the tenancy agreement (see below 'Non-urgent repairs: Doing non-urgent repairs yourself')

If you do not meet these obligations, the landlord may apply to the NSW Civil and Administrative Tribunal (NCAT) for order/s that you comply with your tenancy agreement, or to end your tenancy, or for compensation.

The landlord is not required to fix any **damage that you cause**. However, if they later want to claim compensation from you for that damage they must try to limit the cost of any repair or replacement. Contact your [local Tenants Advice and Advocacy Service](#) for advice.

For more information on **pets**, see [Factsheet: Renting with pets](#).

What is the landlord responsible for?

If the landlord fails to meet their obligations, they are breaching the tenancy agreement. The landlord is responsible for:

- providing the property in a **'reasonably' clean state and fit for habitation**
- providing and maintaining the property in **'reasonable' repair**, even if they told you about any disrepair before you moved in
- making any repairs referred to in the **original condition report**

'Reasonable' repair depends on the age of the property, the amount of rent you pay and the potential life of the property.

Issues that existed at the property **before the start of your tenancy** are the landlord's responsibility. This is one of the reasons why it's a good idea to inspect the property, take photos, and complete the condition report carefully – see [Factsheet: Starting a tenancy](#) and [Sample letter: Repairs before tenancy](#).

Sometimes a dispute arises over who is responsible for issues such as **mould**, or **pests** like cockroaches. A tenant is responsible for keeping the property reasonably clean. However if pests or mould were already present when the tenant moved in, or they are caused by structural problems in the property, then they are more likely to be the landlord's responsibility. See [Factsheet: Mould](#) and [Blog: Roaches in your rental – to leave or not to leave](#).

If there is damage that is **neither the fault of the landlord nor the tenant** – such as the result of a storm, fire, flood, or other cause (e.g. a car crashes into the premises), see [Factsheet: Disaster damage](#).

Minimum habitability standards

There are 7 minimum habitability standards in the Residential Tenancies Act. They are for:

- structurally soundness
- adequate lighting
- adequate ventilation
- adequate utilities – adequately supplied with water and electricity or gas, and has enough electricity or gas sockets for lighting, heating, and other appliances. See also [Factsheet: Utilities](#).
- adequate plumbing and drainage
- adequate water (including hot) for drinking, washing and cleaning
- bathroom facilities, including toilet, and washing facilities with privacy

These standards help clarify the landlord's obligation to provide premises 'fit for habitation.' If the property does not meet one or more of the minimum habitability standards, you can seek repairs from the landlord and/or an order for rent reduction from the NSW Civil and Administrative Tribunal (NCAT) – see below.

Urgent repairs

Repairs often feel urgent, however 'urgent repairs' has a **very specific definition** in tenancy law. Under the law, urgent repairs means work needed to repair any of the following:

- failure or breakdown of the gas, electricity or water supply
- failure or breakdown of any essential service for hot water, cooking, heating, cooling or laundering
- fault or damage that makes the premises unsafe or insecure
- serious damage from a natural disaster

Examples of damage needing urgent repair include:

- a burst water pipe
- a gas leak
- a broken stove, oven, heater, air conditioner, or smoke alarm
- an appliance or fixture (such as a tap) that is not working or broken and is causing a substantial waste of water
- a blocked or broken toilet
- a serious roof leak
- a dangerous electrical fault
- serious damage by flood, storm, or fire

The landlord/agent should attend to urgent repairs as soon as possible.

Getting urgent repairs done

Immediately tell the landlord/agent, in writing if possible, about what needs fixing. Follow up any conversations with a letter or email. Keep a copy of the letter and a record of any conversations as evidence that you told the landlord/agent. See [Sample letter: Urgent repairs](#).

If there is no electricity or water it may be up to the service provider to fix the problem (if it is outside the boundary of the premises). Normally the first step is to contact the provider and report the problem. See [Factsheet 07: Utilities](#).

If the landlord/agent cannot be contacted or is unwilling to do the urgent repairs, or if they are taking too long to do them, **you can arrange for the repairs to be done**. Do not pay any more than \$1,000 or you may not get your money back – the landlord is only required to pay you for any reasonable costs up to \$1,000. They are obliged to pay within 14 days of your notice. **You may not be repaid if the repairs are not defined as urgent in the Residential Tenancies Act**, or if you do not follow the **correct process**. You must be able to show that:

- the problem was not your fault,
- you made a 'reasonable' attempt to contact the landlord/agent,
- you gave them a 'reasonable' chance to do the repairs, and
- the repairs were carried out by a repair person named in your tenancy agreement (if possible) or by a licensed or qualified tradesperson.

You must give the landlord/agent **written notice about the repairs, costs, and copies of receipts**.

See [Sample letter: Reimbursement for urgent repairs](#).

If the landlord does not pay, apply to the NSW Civil and Administrative Tribunal (NCAT) within 3 months for an order that they do.

If you cannot afford to pay for urgent repairs, apply to the Tribunal for an urgent hearing for the repairs to be done. You can also apply for a rent reduction until the repairs are done. See below: 'If the landlord does not do repairs: Applying to the Tribunal.'

For urgent repairs, the landlord, agent, or tradespeople may need immediate access to the premises without your consent – see [Factsheet: Privacy and access](#).

See also [Factsheet: Disaster damage](#), [Factsheet: Utilities](#), [Factsheet: Locks and security](#), [Factsheet: Asbestos and lead](#), and [Factsheet: Smoke alarms](#).

Non-urgent repairs

Getting 'non-urgent' repairs done

Tell the landlord/agent in writing what work needs to be done and by when – give a clear deadline. See [Sample letter: Repairs](#). Keep a copy of the letter and a record of any conversations as evidence that you told the landlord/agent. If you deal with an agent, you can also:

- contact the agency licence holder (the principal/manager)
- contact your landlord directly

See also [Factsheet: Mould](#), [Factsheet: Utilities](#), [Factsheet: Locks and security](#), [Factsheet: Asbestos and lead](#), [Factsheet: Disaster damage](#), [Factsheet: Smoke alarms](#), and [Factsheet: Privacy and access](#).

Doing non-urgent repairs yourself

You must have the landlord's **prior consent** before undertaking non-urgent repairs or maintenance. Ask the landlord to pay you for any costs or [negotiate](#) with them. Get their consent and agreement to pay **in writing**.

Under the Residential Tenancies Act, a tenant requires the consent of the landlord to make any **alterations** to the premises. However, the landlord must not unreasonably withhold consent to a fixture, alteration, addition, or renovation that is of a 'minor nature.' This might include installing child safety gates, window safety devices, hand-held shower heads or lever-style taps for assisting elderly or disabled people, or equipment for a phone line or internet service. The tenant must bear the cost of the alteration, unless the landlord agrees otherwise.

See also [Resource: Property modifications for older tenants](#).

If the landlord does not do repairs I have requested

If the landlord or agent fails to do repairs you have requested, it is a good idea to try [negotiating](#). You can also try making a complaint using the real estate agent's complaints process. If that does not work, you can lodge an application with the **NSW Civil and Administrative Tribunal (NCAT)**, or with the **NSW Fair Trading complaints service** (see below).

Keep paying your rent. A 'rent strike' is a breach of your tenancy agreement. Even if your landlord is breaching their obligation to repair the property, they can still take steps to end your tenancy if the rent is overdue.

Evidence is very important: take photos and gather any relevant documents, such as the condition report, your tenancy agreement, correspondence with the landlord/agent, receipts etc.

You might be able to reach an agreement with the landlord about a **rent reduction**, or **moving out temporarily** while repairs are done. Make sure you get any agreement in writing, and include relevant details such as the amount of rent, how long you will be away, and who will be responsible for your stored belongings. See also [Sample letter: Rent reduction](#).

Applying to the Tribunal regarding non-urgent repairs

You can apply to the Tribunal for one or more of the following orders:

1. that the landlord do the repairs you have specified
2. that the landlord compensate you for losses you suffered because they did not do the repairs
3. that all or part of the rent is paid to the Tribunal until the repairs are done
4. that the rent is reduced for the period that the premises are/were in disrepair

For (1), (2) and (3) you must apply within 3 months of the landlord failing to meet your deadline for repairs. For (4) you must apply before the end of the tenancy.

See [Factsheet: NSW Civil and Administrative Tribunal](#) and contact your [local Tenants' Advice and Advocacy Service](#) for help to make an application.

Applying to the Tribunal regarding urgent repairs

It is possible to ask the Tribunal to make a decision about the repairs urgently. The Tribunal defines urgent issues as 'immediate risk of harm to person or property' (among others). The Tribunal will decide whether to grant an urgent hearing, so this request should only be used for truly urgent matters.

The Tribunal website provides details on how to make a paper application for an urgent hearing but there is no box to tick in the online application form for an urgent hearing.

Having said this, you can make a Tribunal application online and when you have a matter number, write an email to the Tribunal asking for a closer date. Put the matter number and 'request for urgent hearing' in the subject line and provide brief reasons in the body of the email and attach supporting documents. It is a good idea to call the Tribunal registry and confirm that they have received your request.

Tribunal orders for repairs

For the Tribunal to make orders for repairs, you must be able to show that:

- the property is not in reasonable repair (photos are useful),
- you told the landlord/agent about the need for the repairs (e.g. you wrote them an email) or they should have reasonably known about it (e.g. they inspected the property), and
- the landlord/agent has not made a reasonable effort to have the repairs done.

Rent reduction

You can ask the Tribunal to make an order that the rent is, or was, **excessive** due to a reduction or withdrawal by the landlord of any goods, services or facilities provided with the premises.

For example: The landlord fails to repair a broken-down hot-water system. Apply for an order that the rent was excessive for the time you were without hot water.

If the Tribunal finds the rent is excessive, it can order:

- the amount that the rent must not exceed
- the day from which this maximum rent applies – for a period of up to of 12 months (the Tribunal can back-date a rent reduction to when the issue emerged)

It is important to note that you must make an application for rent reduction **before the tenancy comes to an end**.

See [Factsheet: Rent increases](#) for how to prepare an excessive-rent case, and our [Rent Increase Negotiation Kit](#).

If property becomes fully or partially uninhabitable but it is not the landlord or the tenant's fault, you may apply to the Tribunal for rent **abatement**. See [Factsheet: Disaster damage](#).

Tribunal orders for compensation

You can apply for an order that the landlord **compensate you for economic loss**. For example:

- You had to spend money on take-away food because the kitchen was damaged and the landlord failed to fix it.
- Your belongings were destroyed or damaged because the landlord failed to fix a leaking roof.

You can also apply for an order that the landlord compensate you for your '**loss of enjoyment**' of the premises. The landlord is not to interfere with your peace, comfort and privacy. If the landlord fails to carry out a repair, you are not able to enjoy your property. If that is the case, there could be a claim for

compensation because you are not getting the enjoyment you are entitled to. This kind of compensation is called 'non-economic loss.' It's a good idea to discuss this sort of case with your [local Tenants Advice and Advocacy Service](#).

You must be able to show that your loss was caused by the landlord's failure to do the repairs.

The Tribunal may not order compensation for loss you could have **avoided** (e.g. limiting water damage to your furniture by moving it from under a leak).

The Tribunal can order up to \$15,000 compensation.

Rent paid to Tribunal

You can ask the Tribunal for all or part of your rent to be paid to the Tribunal until the repairs are done. The Tribunal will usually only consider this order when the landlord has not complied with a previous Tribunal repairs order. You can include it in your application, in case you have to return to the Tribunal later.

Rectification Orders by NSW Fair Trading

NSW Fair Trading provides a **free complaint service** for tenants, residents, landlords and agents to help with disputes. If the dispute cannot be resolved through the complaints service and habitability is affected, NSW Fair Trading can **investigate further and may decide to issue a rectification order**. A rectification order will list the reasons for making the order, including relevant investigation results, and set a date for the work to be completed.

This process is intended to assist in resolution of disputes about repairs in relation to habitability. It is intended to be an alternative to a Tribunal application, but does not stop you from making a Tribunal application.

If you have already made a written request for repairs, and the landlord has failed to do them, you can seek a NSW Fair Trading rectification order. **Start by lodging a complaint** through the [NSW Fair Trading complaints service](#). It is also a good idea to seek advice from your [local Tenants Advice and Advocacy Service](#).

More info

- Factsheets: [Utilities – Water, energy, internet, Locks and security](#), Privacy and access, NSW Civil and Administrative Tribunal, Smoke alarms, Disaster damage, Mould, Asbestos and lead.
- Tips: [Negotiating with the landlord](#), [Renting after a disaster](#)
- [New Renters Kit](#)
- Podcasts: [Cracks Emerge](#), [Negotiation for renters](#).
- [Rent Increase Negotiation Kit](#)
- Easy Read fact sheet: [Your rights about repairs, access, and privacy](#)
- Resource: [Property modifications for older tenants](#)
- Blog: [Roaches in your rental – to leave or not to leave](#)
- Sample letters: [Repairs before tenancy](#), [Repairs](#), [Urgent repairs](#), [Reimbursement for urgent repairs](#), [Repairs to be carried out by owners corp](#), [Rent reduction](#)
- NSW government: [Getting repairs done on a rental property](#), [Pests or vermin in a rental property](#)

Factsheet updated March 2025

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• Inner	9698 5975
• Inner West	9559 2899
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• Southwest NSW	1300 483 786

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Residential Tenancies Act 2010

As a tenant you have rights under the *Residential Tenancies Act 2010* and *Residential Tenancies Regulation 2019*. This factsheet briefly outlines NSW residential tenancies law – including coverage of the Act, your rights and obligations, and certain terms of the standard tenancy agreement.

What the Act means for tenants

- Most residential tenancies in NSW are covered by the *Residential Tenancies Act 2010* ('the Act').
- The Act and the regulations set out a standard residential tenancy agreement that gives rights and obligations to landlords and tenants.
- The Act gives the NSW Civil and Administrative Tribunal (NCAT) power to hear and settle disputes about residential tenancies, including bond disputes.

Who the Act covers

- private tenants who have a written or oral residential tenancy agreement
- social housing tenants, including tenants of DCJ Housing, community housing providers and the Aboriginal Housing Office. Social housing providers have certain specific rights and obligations under the Act
- people who *rent a home* in a land lease community

Who/what the Act does not cover

- people who *own a home and rent a site* in a land lease community are covered by the *Residential (Land Lease) Communities Act 2013*. (see tenants.org.au/noticeboard)
- 'protected' tenants living in premises covered by the former *Landlord and Tenant (Amendment) Act 1948*
- residential aged-care or respite-care premises
- serviced apartments, hotels, motels and backpackers hostels
- hospitals and nursing homes
- club premises used to provide temporary accommodation
- premises used mostly for the purpose of trade, profession, business or agriculture
- holiday parks occupation agreements
- retirement village residence contracts
- refuge or crisis accommodation agreements
- boarding and lodging agreements (see Factsheet: *Boarders and lodgers*)
- agreements giving the right to occupy residential premises for no more than 3 months for a holiday
- other short term (no more than 3 months) rental accommodation that is not your principal place of residence. This includes accommodation booked through online services like Stayz, Airbnb and competitors. See

more information on Short-Term Rental Accommodation at <https://www.fairtrading.nsw.gov.au/housing-and-property/short-term-rental-accommodation>

The Act also does not apply:

- where a tenant made an agreement in good faith for the sale, purchase or mortgage of the residential premises
- where a tenant is a shareholder living in company title premises
- where a tenancy agreement is part of an equity purchase agreement which gives the tenant an option to buy
- to most family arrangements.

Your rights under the Act

- to be given a copy of the residential tenancy agreement, a condition report completed by the landlord/agent and the NSW Fair Trading *New tenant checklist*
- to have premises rented to you in a reasonable state of cleanliness and fit to live in
- to be given rent receipts (unless you pay rent into a nominated bank account)
- to be offered at least one means of paying the rent for which you do not incur a cost
- rent increases no more than once every 12 months, during a periodic (continuing) lease
- to be given 60 days written notice of a rent increase
- to have quiet enjoyment and use of the premises – the landlord/agent must not interfere with your possession of the premises
- to have reasonable peace, comfort and privacy
- to have reasonable locks and security
- to have reasonable repairs and maintenance done
- to be given permission to make changes of a minor nature, e.g. installing curtains or child safety measures
- to be repaid for any urgent repairs that you have paid for – up to \$1000
- to apply to the Tribunal for orders if the landlord has broken the tenancy agreement
- to be given written notice of the landlord wanting to end the tenancy agreement
- to be notified of the change of name and address of the landlord or their agent
- to refuse the landlord access except in certain circumstances and with proper notice
- not to be unlawfully evicted.

- The landlord/agent must state a fixed amount of rent in the advertisement or offer for the property and must not solicit or otherwise invite a higher offer than the advertised amount.

Your obligations under the Act

- to fill out the condition report and give the landlord/agent a copy within 7 days
- to pay rent on time
- to pay water usage and utility charges (electricity, gas or oil) on time, if the premises are separately metered and have prescribed water efficiency measures installed
- to care for the premises
- to pay for any damage caused by you or your guests
- to report the need for any repairs or maintenance
- not to make alterations or additions without the landlord's permission (the landlord must not unreasonably withhold consent for changes of a minor nature)
- not to alter, remove or add a lock or security device without the landlord's consent (except in certain domestic violence situations)
- not to use or permit the premises to be used for an illegal purpose
- not to cause or permit a nuisance
- not to interfere with the peace, comfort or privacy of neighbours
- to give correct written notice when you leave
- to leave the premises in a similar condition to when you rented them, except for normal wear and tear.

Terms of the standard tenancy agreement

The Act says that landlords must use the standard terms set out in the *Residential Tenancies Regulation 2019*. Many of the terms are the same as those listed above.

The terms of the standard residential tenancy agreement cannot be varied (except for tenancy agreements that are for a fixed term of 20 years or more – contact your local Tenants' Advice and Advocacy Service for more information).

If you do not carry out your responsibilities you can be said to have 'breached' (broken) term/s of the agreement.

Prohibited terms

Section 19(2) of the Act says: "Terms having the following effects must not be included in a residential tenancy agreement:

- a. that the tenant must have the carpet professionally cleaned, or pay the cost of such cleaning, at the end of the tenancy [unless the cleaning is required because animals have been kept on the premises during the tenancy],
- b. that the tenant must take out a specified, or any, form of insurance,
- c. exempting the landlord from liability for any act or omission by the landlord, the landlord's agent or any person acting on behalf of the landlord or landlord's agent,
- d. that, if the tenant breaches the agreement, the tenant is liable to pay all or any part of the remaining rent under the agreement, increased rent, a penalty or liquidated damages,
- e. that, if the tenant does not breach the agreement, the rent is or may be reduced or the tenant is to be or may be paid a rebate of rent or other benefit."

In addition, the Regulation says:

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

Inconsistent and prohibited terms are void

A term is void if it is:

- inconsistent with any term of the standard residential tenancy agreement, or
- prohibited by the Act or regulations.

Additional terms

Additional terms may be included in the standard residential tenancy agreement if:

- both you and the landlord agree to them
- they do not conflict with the *Residential Tenancies Act 2010* or any other legislation
- they do not conflict with the terms of the standard agreement.

If you are unsure about an additional term, get advice from your local Tenants' Advice and Advocacy Service or apply to the Tribunal for an order that the term is invalid.

See also

- New Renters Kit: tenants.org.au/resource/nrk
- Podcast: Getting a foot in the door: tenants.org.au/resource/renting-matters#ep1
- Easy Read factsheets: tenants.org.au/resource/easy-read

Factsheet updated October 2023

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Sale of rented premises

It can be a stressful experience if the landlord wants to sell your rented home. As a tenant you have rights under the *Residential Tenancies Act 2010* and the *Residential Tenancies Regulation 2019*. This factsheet outlines the rules the landlord/agent must follow in relation to accessing the property, notice periods, and what happens to your tenancy agreement (commonly called a 'lease').

The landlord has the right to sell the property at any time.

However, under tenancy law there are a number of rules that govern how they do this. Some landlords may hire a different agent just for the sale. All agents are subject to the same laws as the landlord.

If the property is being sold, **you may want to leave**. The steps to end your tenancy depend on the type of agreement you have and when you were notified of the sale. See below: 'I want to leave'

It is possible for your **tenancy to continue after a property is sold** – if neither you nor the landlord have ended the tenancy agreement. However many landlords/agents will seek to **end the tenancy agreement**, and it is legal for them to do so – if the legal requirements are met. The landlord/agent must provide **correct notice**, and **evidence** of sale or proposed sale. See below: 'If the landlord wants to end the tenancy.'

If the landlord **stops paying their loan** and the bank/lender wants to take back the property and sell it, certain other rules may apply to your tenancy – see [Mortgagee repossession](#).

Showing the property

The landlord/agent has the right to access property to show it to prospective buyers. However, they must:

1. give you written notice at least 14 days before the property is first made available for showing; and
2. make all reasonable efforts to agree with you as to the days and times for showing; and
3. give you 48 hours notice before each showing, unless you have agreed to a certain schedule of showings.

You cannot **unreasonably** refuse to agree to days and times for showing the property. **You do not need to agree to more than 2 showings per week.**

If you and the landlord/agent fail to agree about inspection times, they may show the property not more than twice a week and must give you at least 48 hours notice each time. They must, if they can, notify you of a proposed time.

You have the right to be present when your rental home is being shown, or have someone else attend on your behalf. People entering the property when you are not there may also be a problem for your insurance (if you have any) – you can ask your insurance company about this.

See also [Factsheet: Privacy and access](#) and [Tips: Negotiating with the landlord](#).

Time restrictions on access

The landlord/agent or third parties must not:

- enter before 8am or after 8pm,
- enter on a Sunday or public holiday, or
- stay longer than necessary unless you consent.

Open house inspections

The law does not expressly allow or prohibit 'open home' inspections. The law uses the term 'prospective purchasers' when outlining the landlord's right to access the property to show people interested in buying the property. Many real estate agents insist that open house showings fall within this right. The Tenants' Union does not agree. Generally speaking, an open house inspection brings more than prospective purchasers to your home. It is an open invitation to the world, anyone can enter – including passers-by, nosey neighbours, and prospective burglars.

If you would prefer that the landlord/agent did not hold open home inspections you could write to them and offer set times for inspection, and importantly, seek an undertaking that the people who enter are **registered prospective purchasers**.

Inspections by tradespeople

The landlord/agent or a prospective buyer may also want a tradesperson or architect to inspect the property. As the law has no specific provision for this, they must use standard access provisions. See [Factsheet: Privacy and access](#).

Condition of the property during showings

You must keep your rental home 'in a reasonable state of cleanliness' during your tenancy. You do not need to do more than this. If you agree to do more, ask for a rent reduction.

Asking for a rent reduction

You can ask the landlord/agent to reduce the rent for the period that your rental home is being shown. However there is no requirement for them to agree. If the landlord/agent agrees to reduce the rent, have them confirm it in writing.

If your goods are damaged/stolen during a showing

If your goods are stolen or damaged during an inspection, apply to the NSW Civil and Administrative Tribunal (NCAT) for compensation. You must be able to show that your loss was due to the conduct of the landlord/agent or some other authorised person such as a tradesperson. You will need to present **evidence** that shows their misconduct as well as the existence/value of the goods.

If there is a dispute: Applying to the Tribunal

If the landlord/agent or a third party does not comply with:

- the maximum (or agreed) number of times they can access the premises
- correct notice periods
- restrictions on access times

then you can apply to the NSW Civil and Administrative Tribunal (NCAT) for orders:

- to stop the landlord/agent entering the premises (apply within 3 months of becoming aware of them doing so)
- to specify or limit the days, times, and purposes for which, the landlord/agent or other authorised person can enter (apply within 3 months of becoming aware of the problem).

Application by landlord

If you refuse the landlord/agent access to the premises when they are legally allowed, you are in breach of your tenancy agreement. They may apply to the Tribunal for an order authorising them or another person to enter the premises.

Can the landlord take photos/videos?

The landlord/agent can photograph the outside of the premises. They can also take photos or videos inside the premises to market the property (for sale or rent). However, they can only do this **once**, and it must be done either in the **28 days before marketing starts** or in the **28 days before your tenancy agreement ends**. The landlord agent must also:

- give you reasonable notice of the access; and
- give you a reasonable opportunity to move your possessions out of frame of the photo or video

The landlord/agent must obtain your written consent to publish photos or visual recordings showing any of your belongings, however you cannot unreasonably withhold consent. It is reasonable for tenants to withhold consent where they are in circumstances of domestic violence.

The landlord and their agent can share the images with each other for the purposes of inspection, maintenance, or repairs, without your consent.

If photos are published without your consent, you can apply to the Tribunal for order/s:

- that the landlord destroy the photos or give them to you
- that the landlord/agent not use the photos in advertising
- for compensation for financial loss you suffered as a result

You must apply within 3 months of the breach.

See also [Factsheet: Privacy and access](#).

'For sale' signs and on-site auctions

If the property is a house, the landlord/agent needs your consent to put a 'for sale' sign on the premises. If they do so without your consent, you can remove the sign and apply to the NSW Civil and Administrative Tribunal (NCAT) for an order that they do not do it again as it is a breach of the access rules and your right to peace, comfort and privacy in your use of the premises.

If the property is a house, the landlord/agent cannot hold an auction on site, unless you consent.

If the property is in an apartment block, the landlord/agent

can put a for-sale sign or hold an auction on any common property without your consent.

If the landlord wants to end the tenancy

The landlord must have a **valid legal reason** with **evidence**, to end your tenancy. This requirement applies to all residential tenancy agreements. If you want to dispute the reason given for eviction as **not genuine**, you have the right to challenge the validity of the termination notice at the NSW Civil and Administrative Tribunal (NCAT). **Even if the termination notice and reason are valid**, there are further steps before a tenancy ends. See more in [Factsheet: Eviction – landlord ends tenancy](#).

The **valid reasons** to end a tenancy in relation to selling are either:

1. the landlord **proposes to sell** the property; or
2. the landlord **has sold** the property.

Additionally, for both actual and proposed sale, the **contract must require the owner to give vacant possession** of the premises to the buyer.

They must also provide one of the following types of **evidence**:

For proposed sale:

- A copy or part of the proposed **contract of sale**; or
- A copy or part of the **agency agreement** between the landlord and an agent for the sale of the premises.

For actual sale:

- A copy or part of the **contract for the sale** that has been entered into; or
- A **written statement from a solicitor or licensed conveyancer** carrying out work for the landlord in connection with the contract for the sale.

To be valid, these documents must include certain details, such as:

- the names of the parties;
- the date the document was signed & will be completed; and
- that the sale requires the landlord to give vacant possession of the premises to the buyer.

Notice periods

The landlord/agent **must give you the required number of days notice**. If they do not, then the termination notice is not valid.

The required number of days notice depends on the **reason** and the **type of agreement you have with the landlord** – fixed-term or periodic. A 'fixed-term' agreement is one that goes for a specified amount of time, such as 6 or 12 months. A 'periodic agreement' is ongoing – the fixed term has expired or is not specified.

If a termination notice is posted to you, the landlord/agent must allow an **extra 7 working days for delivery**. For more on what must be in the termination notice see [Factsheet: Eviction](#).

For proposed sale of property:

- The landlord/agent must give **at least 90 days notice** to end a fixed-term agreement of **over 6 months**, or a **periodic (ongoing) agreement**
- The landlord/agent must give **at least 60 days notice** to end a fixed-term agreement of **6 months or less**.

For actual sale of property:

- If the landlord has sold the property, they must give at least **30 days notice** to end the tenancy.

No eviction during a fixed term

The termination date given by the landlord/agent to end a **fixed-**

term agreement must be on or after the last day of the agreement. In other words, if you have not breached the agreement, they cannot usually evict you until the **fixed-term ends**. This is the case for both proposed sale and actual sale of premises.

I want to leave

There are several reasons that you might not want to live in a property that is being sold. If you want to leave you will need to **end your tenancy agreement**.

How you end the tenancy agreement depends on which type of agreement you have (fixed-term or periodic); if you have already received a notice of termination; and if you want to leave earlier than the date set out in the termination notice. A 'fixed-term' agreement is one that goes for a specified amount of time, such as 6 or 12 months. A 'periodic agreement' is ongoing – the fixed term has expired or is not specified.

To end your tenancy, you will usually need to **give the landlord/agent a written termination notice** and then move out and return the keys by the date in your notice.

Periodic (ongoing) agreement

If you are in a periodic (ongoing) agreement, you can give the landlord a **21-day** termination notice. See [sample letter: Ending a periodic tenancy agreement](#).

If you are in a periodic agreement and **have received a termination notice** based on sale or proposed sale, and you want to leave **before the date given by the landlord**, you can end your tenancy at any time before the termination date listed on the notice. You do so by giving **vacant possession** – moving out and returning the keys. You stop paying rent from the day you give vacant possession. You are not required to give notice to the landlord/agent; however it is a good idea to inform them, in writing. See also [Factsheet: Eviction – landlord ends tenancy](#), and [Factsheet: You want to leave](#).

Fixed-term agreement

If you are in a fixed-term agreement and you **have received a termination notice** from the landlord/agent you can leave before the termination date listed on the notice, by giving the landlord a **14-day early exit notice**, in line with these time periods:

- If you have a fixed-term agreement of **6 months or less**, the date in your early exit notice can be any day in the **60 days before the agreement ends**
- If you have a fixed-term agreement of **more than 6 months**, the date in your early exit notice can be any day in the **90 days before the agreement ends**

You stop paying rent from the day you **move out and return the keys** – which is also the date you put in your early exit notice.

Alternatively, if the landlord/agent **did not disclose** the proposed sale **before** entering into the fixed-term tenancy agreement with you, then you can end the agreement **at any time after they tell you of their intention to sell**, using a **14-day termination notice**. In this case, you will **not have to pay a 'break fee'** for ending the agreement early. Make sure you have their intention to sell in writing. See [sample letter: Ending tenancy due to sale of premises](#).

In the rare event that the landlord has **already prepared a contract to sell the property and did not tell you about the sale before you began the tenancy agreement**, you can apply directly to the Tribunal (no notice required) for an order ending your agreement. You can also ask for an order that the landlord compensate you for any costs incurred as a result of the termination.

See also [Factsheet: Eviction – landlord ends tenancy](#), [Factsheet: Ending fixed-term tenancy early](#), and [Factsheet: NSW Civil & Administrative Tribunal](#).

Ongoing tenancy agreement after sale

It is possible for a tenancy to continue after a property is sold – **if neither you nor the landlord have ended the tenancy agreement**. In this case the buyer becomes your new landlord from the settlement date. Your tenancy agreement carries on as it was before, with the same terms. The old landlord/agent should write to you with the new landlord's **name** and the **date** from which you pay rent to them.

You don't have to sign a new agreement with the new landlord if you don't want to – your old agreement is still in force.

If the new landlord/agent wants to **end your tenancy**, they can only do so with a **valid legal reason and evidence**. See [Factsheet: Eviction – landlord ends tenancy](#).

If you are in a **fixed-term agreement**, then the new landlord cannot usually end your tenancy until the fixed term ends. If you are in a **fixed-term agreement of over 3 years**, and the agreement is registered with the Registrar General (NSW Land Registry Services), the new landlord is subject to the whole agreement. If the agreement is **not registered**, it ceases to be a fixed-term agreement – it becomes a periodic agreement – an ongoing agreement with no fixed term.

More info

Factsheets: [Privacy and access](#), [You want to leave](#), [Eviction](#), [Ending fixed-term tenancy early](#), [Mortgagee repossession](#)

Tips: [Negotiating with the landlord](#) Podcasts: [Hit the road Jack](#), [Don't make me leave](#), and [Get me outta here](#).

Factsheet updated June 2025

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Share housing

Renters in share housing are generally covered by the *Residential Tenancies Act 2010* and *Residential Tenancies Regulation 2019*. This factsheet summarises some of the key legal issues for people living in share housing in NSW.

Legal status of people in share housing

People in share housing usually have their own bedroom and share the rest of the premises. Your rights and obligations will depend on your legal status. You may be:

- a co-tenant
- a head-tenant
- a sub-tenant, or
- a boarder or lodger.

Co-tenants, head-tenants and sub-tenants have rights and obligations under the *Residential Tenancies Act 2010*. Boarders and lodgers do not – see Factsheet: *Boarders and lodgers*.

Co-tenant Your name and the names of other tenant/s are on the tenancy agreement for the premises. You share rights and obligations with the other co-tenant/s. Co-tenants are jointly and severally liable. This means that responsibility for the tenancy is shared by all co-tenants. The landlord may pursue any co-tenant for the entirety of a debt incurred.

Head-tenant You are a tenant (your name is on the tenancy agreement for the premises), you live at the premises and sub-let part of the premises to another person under a separate written agreement. That person is a sub-tenant.

You are a landlord in relation to the sub-tenant. For information about your rights and obligations as a head-tenant, see the information for landlords on the NSW Fair Trading site fairtrading.nsw.gov.au. If you have questions about how that information applies to you as head-tenant, contact NSW Fair Trading on 13 32 20.

Sub-tenant You are sharing with a tenant (their name is on the tenancy agreement for the premises) who has sub-let part of the premises to you under a separate written agreement. That person is a head-tenant.

You have the rights and obligations of a tenant in relation to the head-tenant – they are your landlord.

Boarder or lodger You are a boarder/lodger if you rent part of the premises from:

- a tenant who also lives there, or
- the owner of the premises, who also lives there

and they keep control over the whole premises (including the part you rent). They are your landlord.

None of the above If none of the above applies to you, contact your local Tenants Advice and Advocacy Service for advice.

Changing occupants: transfer or sub-let

A tenant may transfer their tenancy under the tenancy agreement, or sub-let part of the premises, to another person with the landlord's written consent. If at least one original tenant on the tenancy agreement remains, the landlord must not unreasonably withhold consent.

If the landlord withholds consent, you can apply to the NSW Civil and Administrative Tribunal (NCAT) for an order that allows the transfer or sub-letting. The Tribunal will decide if the landlord's withholding consent is unreasonable.

The landlord may withhold consent however, on some specific grounds (e.g. to comply with planning laws).

See Factsheet: *Transfer and sub-letting* for further information. You can download a sample sub-letting agreement at tenants.org.au/share-housing-agreement.

Rent receipts

Whatever your tenancy status, you should get a receipt when you pay rent – unless you pay into a bank account.

Bond money

Also see Factsheet: *Bond*.

Change of co-tenants and bond

If the tenants on the bond lodgement form change, fill in a 'Change of Shared Tenancy Arrangement' form (from NSW Fair Trading). Have it signed by the person/s moving out, the person/s moving in and the landlord/agent. Return the form to NSW Fair Trading.

Even if you do not fill in a form, get a receipt from whoever you paid the bond.

If you can, get a statutory declaration from the person who has moved out, stating that they got their bond back. This may help you claim back your bond if the tenancy agreement ends.

Bond claim by former co-tenant

On request, the remaining tenant/s must pay back a former co-tenant's bond – less any rent owed or other reasonable costs – within 14 days of the request.

If the former co-tenant's liabilities (e.g. rent owed) exceed the amount of bond they paid, or they were excluded from the premises by a final apprehended violence order, the above does not apply.

If a former co-tenant disagrees about how the bond is paid out to them, they can apply to the Tribunal to have the matter resolved. They must apply within 6 months after the bond is paid out.

Sub-tenant's bond

The head-tenant must deposit your bond money with NSW Fair Trading. They must also give you a receipt – unless details of the payment are recorded in your tenancy agreement.

Boarder or lodger's bond

Encourage the landlord to deposit your bond money with NSW Fair Trading (they are not required to). In any case, get a receipt for any bond money you pay.

If other occupants want you to leave

Co-tenant A co-tenant can apply to the Tribunal for a termination order to end the tenancy of another co-tenant. The Tribunal will consider the 'special circumstances' of the case and decide whether to make the order.

Sub-tenant The head-tenant must give you a 90-day termination notice during a periodic agreement, or a 30-day termination notice at the end of the fixed-term agreement. See Factsheet: *Eviction – landlord ends tenancy*.

Boarder or lodger The landlord should give you 'reasonable' notice to vacate the premises (e.g. if you pay rent weekly, they should give you at least 7 days notice).

If you want to leave

See Factsheet: *You want to leave* for how to give a termination notice.

Co-tenant If all co-tenants are leaving, they must jointly give the landlord a 21-day termination notice during a periodic agreement, or a 14-day termination notice before the end of a fixed-term agreement.

If one co-tenant is leaving in a periodic term, they can end their own tenancy under a periodic agreement by giving a 21-day termination notice to the landlord and each other co-tenant. Once they vacate the premises by the date in the notice, they are no longer a tenant under the agreement.

Sub-tenant You must give the head-tenant a 21-day termination notice under a periodic agreement, or a 14-day termination notice before the end of a fixed-term agreement.

Boarder or lodger You should give the landlord 'reasonable' notice (e.g. if you pay rent weekly, give them at least 7 days notice). Put your notice in writing and keep a copy.

Paying bills

If you have a contract with a phone, power, TV or internet service or supplier, you must ensure the bills are paid.

If someone does not pay their share of the bills – except for electricity bills – you can take action in a Local Court to get the money back. See the chamber registrar at a Local Court, or contact a Community Legal Centre for advice.

Resolving disputes in share housing

Co-tenant Except as mentioned above, the Tribunal cannot deal with disputes between co-tenants. Try mediation through a Community Justice Centre.

Sub-tenant You can apply to the Tribunal to resolve certain kinds of disputes with your head-tenant. Contact your local TAAS for advice.

Boarder or lodger Contact your local Tenants' Advice and Advocacy Service for advice about resolving a dispute with your landlord.

See also

- Factsheets: *NSW Civil and Administrative Tribunal, Transfer and sub-letting, Boarders and lodgers, Boarding Houses Act, Domestic Violence* at tenants.org.au
- *Sample Share Housing agreement*: tenants.org.au/resource/share-housing-agreement
- *The Share Housing Survival Guide*: sharehousing.org
- Podcasts: *Full house*, and *Tenants facing additional barriers part 1*: tenants.org.au/resource/renting-matters
- Easy Read fact sheet: *When you live in a share house* tenants.org.au/resource/easy-read
- New Renters Kit: tenants.org.au/resource/nrk

Contacts

- NSW Fair Trading: 133 220, fairtrading.nsw.gov.au
- Local Courts: 1300 679 272, localcourt.justice.nsw.gov.au
- Community Legal Centres: 02 9212 7333, clcnsw.org.au
- Community Justice Centres: 1800 990 777, cjc.justice.nsw.gov.au
- Legal Aid NSW / LawAccess NSW: 1300 888 529, legalaid.nsw.gov.au

Factsheet updated October 2023

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• Inner West	9559 2899
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TENANTS' UNION
OF NEW SOUTH WALES

Smoke alarms

As a tenant you have rights under the *Residential Tenancies Act 2010* and *Residential Tenancies Regulation 2019*. This factsheet outlines the law about smoke alarms in NSW – including the landlord's obligation to install and maintain smoke alarms, the tenant's obligation to inform the landlord of problems with the smoke alarms, and when the tenant may change the batteries of smoke alarms.

Smoke alarms are mentioned in your residential tenancy agreement under "Important Information", in clauses 42–44 and in the condition report. Check the condition report for what the landlord says about smoke alarms.

Landlords must install smoke alarms

It is a term of every residential tenancy agreement that the landlord will install and maintain smoke alarms according to the standards in the *Environmental Planning and Assessment Regulation 2000*.

Types of buildings and types of alarms

All smoke alarms installed from 1 May 2017 must comply with Australian Standard AS 3786:2014. The power supply and location of smoke alarms depends on the type of building.

Private dwellings

This includes:

- detached houses, terrace houses, town houses and villas
- apartments, units and flats
- caretakers flats and flats above shops
- relocatable homes

Alarms may be hard-wired to mains electricity supply or battery powered (landlord's choice).

They must be installed on every storey. On storeys with bedrooms, an alarm must be located on or near the ceiling in every corridor associated with a bedroom. The landlord may have to install one or more alarms.

On storeys without bedrooms, a smoke alarm must be installed in the path of travel that people would likely take to leave the building.

Boarding houses

Smoke alarms must be hard-wired to mains electricity supply, or powered by a non-removable 10-year long-life battery (landlord's choice).

They must be installed on every storey. On storeys with bedrooms, a smoke alarm must be installed in each bedroom, and in each corridor associated with bedrooms.

On storeys without bedrooms, a smoke alarm must be installed in the path of travel that people would likely take to leave the building.

There are additional requirements and standards for smoke alarms in large boarding houses ('Class 3' buildings). See the NSW Department of Planning and Infrastructure website (planning.nsw.gov.au) for more information. Search for Smoke Alarm Advisory Note and Planning Circular.

Old smoke alarms

If an old alarm stops working or is removed, the landlord must replace it with an alarm that complies with the standard.

Landlords must replace smoke alarms according to the manufacturer's instructions or every 10 years, whichever is soonest. If you are a public housing tenant, a tenant of the Aboriginal Housing Office or a community housing tenant where the Land and Housing Corporation (LAHC) is responsible for maintaining the property this requirement will only apply after 23 March 2021. However, all other requirements relating to smoke alarms currently apply.

Interfering with a smoke alarm

It is a term of every residential tenancy agreement that neither the landlord nor the tenant shall interfere with the operation of a smoke alarm without a reasonable excuse.

If a smoke alarm gives 'false alarms' (e.g. triggered by cooking), do not remove the battery or disable it. Contact the landlord/agent and ask that the alarm be moved to a more suitable location or replaced with a different style of alarm.

Replacing smoke alarm batteries

The landlord must replace the battery annually. The landlord must replace the battery within two business days of notification by the tenant. The tenant must inform the landlord of problems with smoke alarms. In some circumstances you can replace the battery. For example, a battery powered alarm in non-strata premises:

- Notify the landlord that you will replace the battery
- Replace the battery within 2 business days of that notice
- Notify the landlord you have done so within 24 hours

Communication with the landlord should be in writing.

Things that make a difference to replacing batteries in smoke alarms include:

- whether the smoke alarm is hard-wired or battery powered
- whether the premises are a lot in a strata plan
- whether the owners corporation is responsible for upkeep of the alarm
- whether a hard-wired alarm has a removable back up battery

Some alarms need an electrician for any maintenance.

There is a table of examples published by NSW Fair Trading at fairtrading.nsw.gov.au/housing-and-property/renting/new-residential-tenancy-laws/key-changes-to-smoke-alarm-requirements-for-rented-homes

Reimbursement?

The landlord should pay your expenses in replacing a battery within seven days of written notice of the expenses. Include details and receipts or invoices with your notice.

If you are not paid your expenses, you can apply to the Tribunal for an order for payment. The time limit is three months from the seventh day after sending your written notice (above).

NSW Fire and Rescue provides the Smoke Alarm and Battery Replacement service for people over 65 or people with disability who have no one to assist them. Contact your local fire station for information.

Landlord's access to premises

A landlord/agent/contractor, having given two business days notice, can enter premises to:

- install smoke alarms
- maintain and repair smoke alarms – “repair” includes replacing batteries

Disputes about smoke alarms

You can apply to the NSW Civil and Administrative Tribunal (NCAT) for an order for the landlord to:

- install smoke alarms
- maintain and repair smoke alarms
- stop interfering with the operation of a smoke alarm
- repay your expenses for maintenance of a smoke alarm

The landlord can also apply to the Tribunal for an order if you interfere with the operation of a smoke alarm or refuse to change the battery.

See Factsheet: *NSW Civil and Administrative Tribunal*.

If you are not certain about what to do about a smoke alarm problem or dispute, contact your local Tenants' Advice and Advocacy Service for assistance.

Smoke alarms for people with hearing impairment

The smoke alarms required by the regulation issue an audible alarm. Devices such as flashing lights and vibrating pillow pads can be connected to some smoke alarms. Ask your landlord to install a compatible alarm.

See also

Factsheets: *Repairs and maintenance*, *Privacy and access*, *NSW Civil and Administrative Tribunal*, *Utilities*

Smoke Alarms Help Line: 1300 858 812

Better Hearing Australia – Sydney Branch:
betterhearingsydney.org.au

Fire and Rescue NSW:
phone 02 9265 2999, fire.nsw.gov.au

Fire and Rescue NSW residential smoke alarms graphic:
files.tenants.org.au/resources/2020-fire-rescue-nsw-residential-rental-smoke-alarms.pdf

Factsheet updated: September 2020

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Starting a tenancy

As a tenant you have rights under the *Residential Tenancies Act 2010* and Residential Tenancies Regulation 2019. This factsheet outlines the law in NSW about starting a tenancy – including the form of the residential tenancies agreement, what information you can expect the landlord or agent to provide, what costs you can be asked to pay, and the rules about the condition report.

When starting a tenancy, also keep a look out for **scammers** who try to trick people – see [Tips: Avoiding rental scams](#).

What is a residential tenancy agreement?

A residential tenancy agreement is a contract. It sets out the tenant's and landlord's rights and obligations. It is also commonly known as a **lease**.

Tenancy agreements are usually in written form. They can also be oral (e.g. a conversation with the landlord), or partly written – partly oral. All agreements must follow the *Residential Tenancies Act 2010* ('the Act').

A landlord should provide the tenancy agreement in writing. If not, then during the first 6 months of the tenancy, they cannot increase the rent and cannot end the tenancy without a legally specified reason.

There are two types of agreement:

- **fixed term** – for a specified period (e.g. 12 months)
- **periodic** – ongoing, no fixed term is specified

At the end of the fixed-term, a residential tenancy agreement automatically becomes periodic (ongoing), unless it is ended by one of the parties.

Additional terms

The landlord may include additional terms in the [standard residential tenancy agreement](#) but they are only valid if:

- both you and the landlord agree to them
- they do not conflict with the Act or any other laws
- they don't conflict with the terms of the standard residential tenancy agreement

If there is a conflict between additional terms and the Act, other laws or the terms of the standard agreement, the additional terms are invalid.

See also [Factsheet: Residential Tenancies Act](#).

Tenancy agreements in share housing

If you rent part of the premises from another tenant, it is in your interest to have a written tenancy agreement with them. See [Factsheet: Share Housing](#) and [Factsheet: Transfer and sub-letting](#).

What information does the landlord/agent have to provide?

Before signing a tenancy agreement

A landlord/agent must **state a fixed amount of rent in the advertisement or offer** for the rental property. Any attempt to solicit a higher amount than the advertised amount is prohibited.

If a landlord decides to enter into a tenancy agreement with you, they (or their agent) must not knowingly hide any of these '**material facts**' from you:

- the premises have been subject to serious flooding or bushfire in the last 5 years
- the premises have significant health/safety risks that are not apparent on inspection
- the premises have been the scene of a serious violent crime in the last 5 years
- council waste services will be different from others in the council area
- you cannot get a free residential parking permit (in an area where only paid parking is available)
- the premises have a driveway or walkway that others can legally use
- the premises was the scene of a drug offence under the *Drug Misuse and Trafficking Act 1985* in the last 2 years
- the premises is listed on the Loose-fill Asbestos Insulation (LFAI) Register maintained under the *Home Building Act 1989*
- if you are renting in a strata scheme – any scheduled repairs to common property during your fixed term

If your rented home is in a building where the building's external combustible cladding needs rectification, the landlord/agent must tell you if any of the following have been issued:

- fire safety order / notice of intention to issue a fire safety order
- a building rectification order or notice of intention to issue a building rectification order
- a development application or complying development certificate application for rectification of the building

The landlord (or their agent, if the agent is aware) must also tell you if either of the following apply:

- they propose to sell the premises (if they have prepared a contract for sale of the premises)
- a mortgagee has started court proceedings to enforce a mortgage over the premises

You may be able to terminate your tenancy if your landlord fails to disclose any of these material facts to you. See also [Factsheet: You want to leave](#), [Resource: Mortgagee repossession](#), [Factsheet: Mould](#), and [Factsheet: Asbestos and lead](#).

Landlord's information statement

A landlord must sign an acknowledgment on the tenancy agreement that they have read and understood the contents of the NSW Fair Trading [landlord information statement](#) which sets out the landlord's rights and obligations under the law.

Real estate agents signing this acknowledgement must first obtain a written statement from the landlord that the landlord has read and understood their rights and obligations as set out in the information statement.

Social housing providers (including Homes NSW, community housing providers and the Aboriginal Housing Office) are exempt from signing this acknowledgment.

On signing a tenancy agreement

The landlord/agent must give you a NSW Fair Trading [Tenant information statement](#). If you are renting in a strata scheme, they must give you a copy of the strata by-laws within 7 days, and inform you if a strata renewal committee is currently established for the scheme.

Landlord's/agent's contact details

Before or when you sign the tenancy agreement, the landlord/agent must give you these contact details in writing (or include them in the tenancy agreement):

- the name, phone number and business address of the landlord's agent (if any) and the name and phone number or other contact details of the landlord, or
- (if there is no agent) the business or residential address and phone number of the landlord, or
- (if the landlord is a corporation) the name and business address of the corporation.

What do I have to pay at the start of a tenancy?

A landlord/agent can only ask applicants to pay:

- a holding fee
- rent in advance
- a bond

Get a detailed written receipt for any payments you make.

A landlord/agent **cannot** ask you to pay for:

- a background check
- preparing a written residential tenancy agreement

Holding fees

A landlord/agent may ask you to pay a holding fee on approval of your application for a tenancy. The most they can ask for is **one week's rent**.

The landlord/agent can hold only one fee at a time. On receiving a holding fee, they can't enter into an agreement with another prospective tenant for 7 days (or longer, if you both agree).

Upon signing the tenancy agreement, **the fee goes toward the rent from the first day of your tenancy**.

The landlord/agent must refund the fee if:

- they decline to enter into the tenancy agreement, or
- you refuse to enter into the tenancy agreement because the landlord/agent made any false or misleading statement, or they failed to tell you any 'material facts' (listed above).

If you otherwise decide not to enter into the tenancy agreement, the landlord/agent can keep the fee.

Rent in advance

You must pay rent **in advance**. If you do not pay rent by the due date, you are in breach of your tenancy agreement. See [Factsheet: Overdue Rent](#). In NSW you do not have to pay more than **2 weeks rent in advance**. Each time you pay rent you should pay at least 2 weeks in advance (or more if you choose). Your rent in advance will then diminish until you next pay rent. In other words, you do not need to be 2 weeks in front at all times, only on the due date. The landlord/agent must provide a **fee-free and accessible option** for paying your rent. This must include bank transfer and the Australian government's Centrepay. See more in [Factsheet: Rent payment](#).

The landlord cannot demand further rent until it falls due and cannot ask for a post-dated cheque.

A common way tenants can find themselves with overdue rent is when they choose to pay rent monthly. If you calculate the monthly payment at 4 weeks worth of rent your rent payment may be incorrect. You can use our [Rent Converter](#) tool to check the way your rent has been calculated, and compare daily/weekly/monthly amounts etc. If in any doubt, confirm the exact monthly figure with the landlord or real estate agent in writing.

Bond

The bond is money you pay at the start as security in case you don't follow the terms of the tenancy agreement.

- The bond must not be more than an amount of **4 weeks rent**.
- The landlord/agent must deposit the bond with NSW Fair Trading.

- The landlord/agent must give you the option of using the voluntary NSW Fair Trading [Rental Bonds Online](#), however they cannot require you to use this system.
- The bond must only be in the form of money.
- The landlord/agent must take only one bond for a tenancy agreement.
- The landlord/agent must not require that you pay a bond to them before you sign a tenancy agreement.

See [Factsheet: Bond](#) for more information.

Financial help

The **Rentstart Bond Loan** scheme helps disadvantaged tenants in the private rental market with money for bond and rent in advance – [Apply for housing assistance](#). (NSW Government.) See also [Financial assistance for renters](#).

The condition report

The landlord/agent must fill in a condition report and provide this to you when you move in. The report describes the condition of the premises. The landlord/agent must give you 2 copies – one for you to keep and one for you to return to them. You must complete your condition report and return one copy to the landlord or agent within 7 days of moving in.

If the landlord/agent does not give you a condition report, write a detailed report on the condition of the premises yourself, include photos, and have a witness sign and date it.

Completing the report

Inspect the premises and complete the report carefully. The report will be used as evidence if the landlord/agent disputes the return of your bond at the end of the tenancy. It is also a good idea to take photographs at the start (and the end) of the tenancy, and store them in a safe place.

If the landlord/agent tells you they will do cleaning, repairs, additions or other work, write details in the section 'Landlord's promise to undertake work'.

Keys at the start of the tenancy

The landlord/agent must give each tenant named in the tenancy agreement a free copy of the keys (or other opening devices) for the premises and for common property that the tenants are entitled to access.

Disputes and complaints

If there is a dispute, it is a good idea to try to **negotiate** – see [Tips: Negotiating with the landlord](#). If you are unable to reach agreement, get advice from your [local Tenants' Advice Service](#) about applying to the **NSW Civil and Administrative Tribunal (NCAT)** or [making a complaint to NSW Fair Trading](#).

You can apply to the Tribunal for order/s that:

- the landlord prepares and enters into a written tenancy agreement
- a term of the tenancy agreement is invalid because it is inconsistent with the law
- a holding fee is refunded to you (whether or not you enter into a tenancy agreement)
- the condition report is amended

You can complain to NSW Fair Trading if a landlord/agent, for example:

- charges extra fees (other than holding fee, rent in advance and bond) before you enter into an agreement, and specifically if they charge you for a background check or for preparing a written agreement
- withholds any 'material facts', proposed sale or mortgagee action, or makes any false/misleading statement before you enter into an agreement
- includes prohibited terms in the tenancy agreement (see [Factsheet 01: Residential Tenancies Act](#)).
- asks for a bond of more than 4 weeks rent

More info

- Factsheets: [Bond](#), [Rent payment](#), [Repairs and maintenance](#), [Utilities – water, energy, internet](#)
- [New Renters Kit](#) – which also includes tips on **finding a property** and **applying to rent**
- [Podcast episode: Getting a foot in the door](#)
- [Easy read fact sheet: When you start to rent](#)
- Tips: [Negotiating with the landlord](#), [Avoiding rental scams](#)
- NSW Government: [Apply for housing assistance](#), [Starting a tenancy](#)

Factsheet updated June 2025

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Strata renting

As a tenant you have rights under the *Residential Tenancies Act 2010* and *Residential Tenancies Regulation 2019*. If you rent in a strata scheme you are also covered by the *Strata Schemes Management Act 2015*. This factsheet summarises some of the key issues for tenants, such as the owners corporation, repairs to common property, by-laws, resolving disputes, and pets.

The owners corporation

The owners corporation (once called the 'body corporate') is the company of all the individual owners of the flats in a strata title building.

Decisions about the management of the whole building are made by meetings of the owners corporation. The owners corporation will likely contract an agent to deal with day-to-day management.

Strata committee meetings

Owners corporations where 50% or more of the lots are occupied by tenants, and those tenancies have been reported to the owners corporation, must arrange for a meeting at which a tenant representative can be elected at least 7 days before each Annual General Meeting (AGM).

Tenant representatives may participate in meetings of the strata committee only by speaking – they are not permitted to make motions or vote on motions. Any tenant is permitted to attend the AGM but is not permitted to speak or vote without permission of the meeting.

Consider speaking or writing to those who can vote at these meetings to gain support for things like getting repairs done. You might attend a meeting & speak about a problem you have.

Older strata schemes may have a noticeboard displaying strata committee meeting minutes. Schemes started after 1 July 1997 will generally not have a noticeboard.

Repairs to common property

The owners corporation is required to properly maintain all areas of common property. This includes outside walls, shared laundries, stairwells, foyers, lifts and common parking and garden areas.

Repairs to individual flats are the landlord's responsibility – see Factsheet 06: *Repairs and maintenance*.

If a problem is clearly on common property, write to the owners corporation or their managing agent and ask for repairs to be done immediately. Send a copy of the letter to your landlord (or their real estate agent). Ask the landlord to take action to make sure the owners corporation does the repairs. Keep copies of all letters.

If the landlord does not chase up the owners corporation to do common-property repairs, you can apply to the NSW Civil and Administrative Tribunal (NCAT) for an order to have the repairs done. In your application you should argue that your landlord's obligation to do repairs includes getting the owners corporation to do repairs.

By-laws and rules

By-laws are the rules for managing the strata scheme. They are registered with NSW Land Registry Services. The landlord/agent must give you a copy of the owners corporation by-laws before entering into the tenancy agreement. This is a disclosure requirement that informs you about the by-laws that will apply should you take up the tenancy.

Your landlord/agent must also inform you of the strata renewal committee, which usually considers selling or redeveloping the strata scheme.

If your landlord/agent fails to disclose these facts to you, they can be fined up to \$2,200. In some cases, you could also seek to end your tenancy. Talk to your local Tenants' Advice Service about the actions you can take.

Examples of by-laws: 'no pets on the premises', 'no access to rooftop after 10pm', 'no bicycles to be chained in the stairwell', 'all floors to have some form of carpet or floor covering'.

Some owners corporations make 'house rules' which they expect all occupants to follow. However, if such rules are not registered as by-laws, they are not lawful.

Under the *Strata Schemes Management Act 2015*, the owners corporation can serve notices on owners or tenants to comply with a by-law. If the notice to comply is not followed, the owners corporation can apply for an order from the NSW Civil and Administrative Tribunal for a fine of \$1,100 to be paid by the owner or tenant.

By-laws are also terms of your agreement with your landlord. Breaches of the by-laws can be treated by your landlord as breaches of your agreement.

Resolving disputes

The *Strata Schemes Management Act 2015* sets out a process for resolving disputes between occupants of strata schemes, or between the owners corporation and an occupant.

Step 1: Mediation

If speaking or writing to each other does not resolve the dispute, apply to the NSW Civil and Administrative Tribunal for mediation (this is required for most disputes under the Act). Get an application for mediation from NSW Fair Trading. Mediation is free.

You can also use a Community Justice Centre, where mediation is also free.

An attempt at mediation is required before some disputes can go to the NSW Civil and Administrative Tribunal.

Step 2: Order by the Tribunal

The Tribunal can hear certain applications by tenants against the owners corporation or other occupants of the strata scheme. For Tribunal application costs and more information, see Factsheet 11: NSW Civil and Administrative Tribunal.

If an order is not followed, the matter may go back to the Tribunal. The Tribunal can also award money to the applicant to cover the legal costs but will not order compensation for any losses.

If you want compensation, get advice from a Community Legal Centre about going to court.

You can ask the Tribunal Registrar to waive application fees at any stage of the proceedings, but you will need to show special circumstances.

Keeping pets

Some tenancy agreements have an additional term that says you must have the landlord's consent before you can keep a pet. In strata schemes, some by-laws state that you also need to have written consent of the owners corporation.

In August 2021, new regulations relating to keeping of animals and by-laws came into effect for strata laws. A by-law can only prohibit pets where the keeping of an animal would unreasonably interfere or impact on other occupants. The Strata Schemes Management Regulation specifies the range of circumstances that are considered 'unreasonable interference' [<https://legislation.nsw.gov.au/view/html/inforce/current/s1-2016-0501#sec.36A>]. Blanket up-front bans on animals are not able to be imposed.

In some circumstances, the Tribunal can make an order that the owners corporation has unreasonably withheld its approval to keep a pet.

A by-law imposing a blanket ban on keeping pets has been

found to be "harsh, unconscionable and oppressive" for the purposes of section 139(1) of the *Strata Scheme Management Act 2015*. See *Roden v The Owners-Strata Plan No 55773* [2019] NSWCATCD 61 (the Roden case) and *Cooper v The Owners – Strata Plan No 58068* [2020] NSWCA 250 (Coopers case).

If your landlord has agreed to you keeping a pet, but the by-law prohibits the keeping of pets, you should ask your landlord to challenge the by-law (a tenant does not currently have standing to invalidate the by-law under s150 of the *Strata Scheme Management Act 2015*) for the same reasons as in the *Roden* and *Cooper* cases. Note however, that even if you have the consent of the landlord and the owners corporation, any other occupier can apply for an order to remove a pet on the grounds that it is causing a nuisance.

By-laws cannot prevent you having a guide dog or hearing dog.

If the strata scheme has charged or is proposing to charge a 'Pet License Fee' (or something similar), this is unlawful and you should make a complaint to NSW Fair Trading.

See also our infosheet: *Renting with pets in NSW* [<https://www.tenants.org.au/resource/guide-renting-pets-nsw>]

No eviction by the owners corporation

The owners corporation cannot evict a tenant – only the NSW Civil and Administrative Tribunal can if it makes a termination order on application by the landlord/agent. The provisions of the *Residential Tenancies Act 2010* must be followed when ending a tenancy in a strata scheme.

Further Information and contacts

NSW Land Registry Services: phone 1300 052 637, nswlrs.com.au

NSW Government information on Strata: <https://www.nsw.gov.au/housing-and-property/strata>

Mediation Services Unit (NSW Fair Trading): phone 13 32 20

Marrickville Legal Centre, Strata Collective Sales Advocacy Service mlc.org.au/services/strata/

Community Justice Centres: free call 1800 990 777 or TTY 1800 671 964

Community Legal Centres: phone 9212 7333, clcnsw.org.au

Seniors Rights Service Strata Collective Sales Advocacy Service: phone (02) 9281 3600 or 1800 424 079, seniorsrightsservice.org.au

Factsheet updated August 2024

For free advice, call your local Tenants Advice & Advocacy Service:

SYDNEY:

• Eastern	9386 9147
• Inner	9698 5975
• Inner West	9559 2899
• Northern	9559 2899
• Southern	9787 4679
• South West	4628 1678
• Western	8833 0933

REGIONAL:

• Blue Mountains	4704 0201
• Central Coast	4353 5515
• Hunter	4969 7666
• Illawarra Sth Coast	4274 3475
• Mid Coast	6583 9866
• Northern Rivers	6621 1022
• Northwest NSW	1800 836 268
• Southwest NSW	1300 483 786

ABORIGINAL:

• Sydney	9833 3314
• West NSW	6881 5700
• South NSW	1800 672 185
• North NSW	1800 248 913

WEBSITE: tenants.org.au

NSW FAIR TRADING: 13 32 20

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Tenant databases

As a tenant you have rights under the *Residential Tenancies Act 2010* and *Residential Tenancies Regulation 2019*. This factsheet summarises the law in NSW about tenant databases or 'blacklists' kept by privately-owned (usually for profit) database operators, such as TICA.

What are tenant databases?

Tenant databases are run by private companies. They gather, store, and share information about tenants, including residents of land lease communities or residential parks, who are listed as 'bad tenants' by real estate agents, landlords, or park operators.

The records they hold are separate from those kept by credit reporting agencies and serve a different function. They are concerned entirely with a person's performance as a tenant.

Real estate agents, private landlords, park operators and others can subscribe to tenant databases. This allows them to check listings made about tenants by other subscribers and to list information about tenants to these databases.

What restrictions are there on database listings?

Restrictions on landlords/agents making a listing

A landlord/agent can **only** list information about a person in a tenant database if **all of these five criteria** are met:

1. the person was a tenant (or co-tenant) under a residential tenancy agreement;
2. the residential tenancy agreement has ended;
3. the person **breached** the tenancy agreement (for example causing damage or not paying the rent);
4. because of the breach the person **owes more than the bond**; or a **termination order** was made by the NSW Civil and Administrative Tribunal (NCAT);
5. the information identifies the type of breach and is **accurate, complete, and unambiguous**.

Before the landlord/agent can list information about a tenant, they must:

- give the tenant a copy of the information they want to list on the database (or take other reasonable steps to give them a copy of the information);
- give the tenant at least 14 days to review the information and respond; and
- consider any response by the tenant.

If the landlord/agent fails to do this, they face a fine up to \$2,200.

In their response a tenant can:

- object to the entry of the information in the database; or
- object that the information is inaccurate, incomplete, or ambiguous

Restrictions on database operators making a listing

A database operator, or anyone else, must not enter information about a tenant in a database unless:

- it is at the request of a landlord or landlord's agent; and
- the landlord/agent follows the restrictions outlined above in 'Restrictions on landlords/agents making a listing'

Limit on period of listing

A database operator must not keep personal information in its database for more than **3 years**.

Domestic violence

If you end your tenancy by giving a **Domestic Violence Termination Notice** (DVTN), you cannot be listed on a tenant database. See [Factsheet: Domestic violence and renting](#).

How do I find out about a listing on a tenant database?

If you are **leaving a tenancy**, it is a good idea to make sure the landlord/agent has an email address or forwarding postal address for you. They are required to let you know if they plan to list you on a tenant database (see 'What restrictions are there on tenant database listings?' above).

When you apply for a tenancy

If you apply for a tenancy and a landlord/agent finds information about you on a tenant database, they must write to you within 7 days and tell you:

- that you are listed
- the details of the landlord/agent who listed you (from whom you can seek a copy of the information)
- how to contact the database operator to find out what information it holds about you
- how and in what circumstances you can have the information removed or amended (see 'amendment or removal of listings' below)

If you suspect you are listed and want to be sure, you can write to the landlord/agent, using our [Sample letter: Request for confirmation of listing on tenancy database](#).

Contacting the landlord/agent who listed you

Write to the landlord/agent who listed you and ask for a copy of the information about you in the database. They must provide it within 14 days, free of charge. You can use our [Sample letter: Request for confirmation of listing on tenancy database](#).

Contacting database operators

You can contact a tenant database operator to find out if

there is a listing about you. They must give you a **free copy of information held about you** within 14 days of your written request. You may need to contact more than one operator to find out which one holds information about you.

One of the main operators in NSW is TICA. You can request a free report on your listing by writing to them at PO Box 120, Concord NSW 2137 or [via their website](#). TICA also advertises that you may pay for a 'full report.' This may contain additional information about you, that TICA may have gathered separately.

Other database operators include:

- [National Tenancy Database](#)
- [Trading Reference Australia](#)
- [Barclay MiS](#)

Are there fees for finding out about a tenant database listing?

Since 23 March 2020 tenant databases have been **required to give you free access to information about your listing, within 14 days** of your written request.

If you are a NSW resident and have paid for access to information about you on a tenant database, where it was not clear that access could be granted for free, consider making a complaint to NSW Fair Trading. For more information, see our [blog article: TICA charging you for access? No more!](#)

From October 2024 a **ban on fees for background checks** came into effect. This means that landlords, agents, and third-party companies are not able to charge prospective renters for background checks when applying for a rental property. However, be aware that if you voluntarily request your own 'background check' (which may contain information beyond a database listing) you may be charged a fee. We are not aware of any evidence that these checks assist in securing a property. See also [Factsheet: Starting a tenancy](#).

How do I get a tenant database listing amended or removed?

If a listing is inaccurate, incomplete, ambiguous, and/or out-of-date, write to the landlord/agent who listed you and ask them to amend or remove it. You can use our [Sample letter: Request to amend tenancy database listing](#).

If a landlord/agent becomes aware of inaccurate, incomplete, ambiguous or out-of-date information on a database, they must write to the database operator within 7 days and instruct it to:

- amend the information to make it accurate, complete and unambiguous; or
- remove the out-of-date information from the database.

The database operator must then amend, or remove, the information within 14 days. If it does not, it faces a fine of up to \$2,200.

If you have been listed in a case of mistaken identity, you could consider taking legal action. Get legal advice – contact your local [Community Legal Centre](#) or [Legal Aid NSW / LawAccess NSW](#) (phone 1300 888 529).

Disputes about listings

You can apply to the NSW Civil and Administrative Tribunal (NCAT) for an order that information about you is:

- wholly or partly removed from a database;
- amended; or
- not listed in a database.

The Tribunal may make an order if it is satisfied that:

- the information is inaccurate, incomplete, ambiguous or out-of-date; or
- the inclusion of the information in a database is unjust in the circumstances.

See [Factsheet: NSW Civil and Administrative Tribunal](#).

Contact your [local Tenants' Advice and Advocacy Service](#) for advice about taking action in the Tribunal.

Tips to minimise the impact of a listing

There are a few things to consider:

- Find out who listed you and why. Get as much information about a listing as you can from as many sources as possible. This might involve writing to a database operator or an agent you suspect made a listing.
- If you do not dispute the reason for the listing, talk to the landlord/agent about what you can do to resolve the issues that lead to the listing (e.g. making payments towards a debt). Keep a written record of any agreement you come to.
- Once you have resolved the issues, ask the landlord/agent to provide something in writing that acknowledges the issues have been resolved. If they are reluctant to do so, keep your own documentation that will serve a similar purpose.
- Get tips for finding a property and applying to rent in our [New Renters Kit](#) and [Factsheet: Starting a tenancy](#). You may also wish to add to your rental application using our sample letters: [Cover letter for rental application](#), [Rental history letter](#), [Character reference](#).

Landlords'/agents' use of databases can vary depending on your local area. Contact your [local Tenants' Advice and Advocacy Service](#) to discuss how you can best apply for other tenancies if you are listed.

Factsheet updated March 2025

For free advice, call your local Tenants Advice & Advocacy Service:

SYDNEY:

• Eastern	9386 9147
• Inner	9698 5975
• Inner West	9559 2899
• Northern	9559 2899
• Southern	9787 4679
• South West	4628 1678
• Western	8833 0933

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Transfer and sub-letting

As a tenant you have rights under the *Residential Tenancies Act 2010* and *Residential Tenancies Regulation 2019*. This factsheet explains legal issues for tenants in private rental who want to transfer their tenancy or to sub-let to another person.

Transfer or sub-letting with landlord's consent

With the landlord's written consent, you can:

- *transfer* your tenancy under a tenancy agreement to another person, or
- *sub-let* the premises (or part) to another person.

The landlord must not unreasonably withhold consent when:

- you ask to transfer and one of the original tenants under the current tenancy agreement will remain as a tenant, or
- you ask to sub-let and you will still occupy the premises.

The landlord must not charge for giving consent other than for the reasonable costs of giving consent.

Landlord may withhold consent

The landlord may reasonably withhold consent if:

- the number of proposed occupants is more than allowed by the tenancy agreement or planning laws
- the proposed tenant or sub-tenant is listed on a tenant database (see Factsheet: Tenant databases)
- the landlord reasonably thinks that the premises will become overcrowded.

If the proposed transfer or sub-letting is for the whole tenancy or the whole premises, the landlord can withhold consent – whether or not it is reasonable.

Asking consent to transfer/sub-let

Write to the landlord asking for their consent to transfer or sub-let. Provide them with a draft transfer or sub-letting document that specifies by name the proposed tenant or sub-tenant. (See the sample documents below.)

Enclose evidence that the proposed tenant/sub-tenant:

- can pay the rent (e.g. a copy of a payslip or statement from Centrelink)
- is of good character (e.g. a reference from a former landlord or a personal reference).

Ask the landlord to sign and return the consent document to you.

If landlord withholds consent

You can apply to the NSW Civil and Administrative Tribunal (NCAT) for an order that allows the transfer or sub-let. The Tribunal will decide if the landlord's withholding consent is reasonable.

You must apply to the Tribunal within 3 months of becoming aware that the landlord has withheld consent – do not delay.

See Factsheet: *NSW Civil and Administrative Tribunal*.

Rights and obligations

Transfer

Upon transferring your tenancy to another person and vacating the premises, your legal liability for the tenancy ends.

Sub-letting

A tenant who rents part of the premises to another person under a separate written tenancy agreement is a *head-tenant*. They have the rights and obligations of a landlord in relation to the other person.

For information about your rights and obligations as a head-tenant, contact NSW Fair Trading (see fairtrading.nsw.gov.au or phone 133 220) or Legal Aid NSW / LawAccess NSW (see legallaid.nsw.gov.au or phone 1300 888 529).

The person who rents part of the premises from a head-tenant under a written tenancy agreement is a *sub-tenant*. They have the rights and obligations of a tenant in relation to the head-tenant, who is their landlord.

Written tenancy agreements: sub-letting

Having a written tenancy agreement is in the interest of both the head-tenant and sub-tenant:

- the rules are clear – residential tenancies law applies
- The Tribunal is available to resolve disputes.

See below for a sample agreement or download one from tenants.org.au/resource/share-housing-agreement

Bond money

See Factsheet: *Bond*.

Transfer

You can change the names of the tenants registered for the bond by using a 'Change of Shared Tenancy Arrangement' from NSW Fair Trading at https://www.fairtrading.nsw.gov.au/_data/assets/pdf_file/0005/367736/Change-of-Shared-Tenancy-form.pdf.

For a sample *Transfer of tenancy* document, see below or tenants.org.au/sample/transfer-of-co-tenancy-agreement

Have the forms signed by the outgoing tenants, the incoming tenants and the landlord/agent. Return the bond form to Fair Trading and give all parties a copy of the transfer document.

Sub-letting

If it is agreed that the sub-tenant will pay a bond, the head-tenant must:

- give the sub-tenant a receipt on payment
- deposit the money with NSW Fair Trading within 10 working days (unless the bond is paid in instalments – contact Fair Trading for more information about this).

The most bond that a sub-tenant can be required to pay is an amount equal to 4 weeks of their rent.

See also

Sample share housing agreement:

tenants.org.au/resource/share-housing-agreement

Podcast episodes: *Full house*, and *Tenants facing additional barriers* part 1 at tenants.org.au/resource/renting-matters

Easy Read fact sheet: *When you live in a share house*:

tenants.org.au/resource/easy-read

Factsheets: *Share housing*, *Boarders and lodgers*, *the Boarding Houses Act*, *You want to leave*, and *Ending fixed-term tenancy early*, at tenants.org.au

Share Housing Survival Guide (Redfern Legal Centre):

sharehousing.org

Factsheet updated July 2023

Transfer of tenancy

I/We (the transferor/s) hereby transfer all of my/our rights and obligations under the residential tenancy agreement as tenant/s of the premises to the transferee/s from the transfer date.

The other tenant/s consent/s to this transfer and acknowledge/s the transferee/s as tenant/s from the transfer date.

The landlord/s consent/s to this transfer and acknowledge/s the transferee/s as tenant/s from the transfer date.

Agreement (include the following details from the existing residential tenancy agreement:)

Landlord/s _____ (name/s)

Tenant/s _____ (name/s)

Premises _____ (address)

Total rent _____ (\$ per week)

Start date _____ (day, month, year)

Term _____ (years/months/weeks)

Transfer date _____ (day, month, year)

Transferor/s _____ (name/s, sign & date)

Transferee/s _____ (name/s, sign & date)

Other tenant/s _____ (name/s, sign & date)

Landlord/s (or agent) _____ (name/s, sign & date)

The standard terms of residential tenancy in New South Wales are implied by law. They can be viewed at: <https://legislation.nsw.gov.au/view/html/inforce/current/sl-2019-0629#sch.1>

Agreement to sub-let

I, _____ (head-tenant's name)

agree to rent room _____ (describe which room)

at _____ (address)

to _____ (sub-tenant's name)

and share the common areas cooperatively (bathroom, kitchen, laundry, living room, dining room, yard, parking etc.)

for \$ _____ per week (rent)

from _____ (start date)

to _____ (end date – optional)

Bond paid in full: \$ _____ (bond amount – if applicable)

Signatures

Head-tenant _____ (name, sign and date)

Sub-tenant _____ (name, sign and date)

I consent to the above sub-letting:

Landlord/agent _____ (name, sign and date)

The standard terms of residential tenancy in NSW are implied by law. View them at: <https://legislation.nsw.gov.au/view/html/inforce/current/sl-2019-0629#sch.1>

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• Hunter	4969 7666
• Illawarra Sth Coast	4274 3475
• Mid Coast	6583 9866
• Northern Rivers	6621 1022
• Northwest NSW	1800 836 268
• Southwest NSW	1300 483 786

ABORIGINAL:

• Sydney	9833 3314
• West NSW	6881 5700
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Utilities – water, energy, internet

As a tenant you have rights under the *Residential Tenancies Act 2010* and *Residential Tenancies Regulation 2019*. 'Utilities' are services like water, electricity, gas, sewerage, and internet. This factsheet summarises the law in NSW about utility charges and connections, including the rules about separate metering and water efficiency.

Who pays for water?

The landlord pays the **fixed charge** for the **water supply service** and **sewerage supply service** (apart from pump-out septic service – see below).

The tenant pays the water **usage** charges, but only if all of these conditions are met:

1. the premises are **separately metered** (see below);
2. the premises contain legally prescribed **water efficiency measures** (see below);
3. you are given a **copy of the bill** (or other evidence) setting out the water usage charges;
4. you are given **at least 21 days to pay**; and
5. the request by the landlord is **within 3 months of bill being issued** by the water supply authority.

If any of these conditions are not met, the tenant does **not** have to pay.

At the start of the tenancy, the water meter reading should be noted on the condition report so that you are not paying for a previous tenant's water usage.

Water efficiency measures

There are legally prescribed water efficiency measures for rental properties. The landlord must meet these standards to be able to pass water usage charges on to the tenant. The standards relate to showerheads, toilets, and certain taps:

- Showerheads, taps for kitchen sinks, and taps for bathroom hand basins, must have a flow-rate of **no more than 9 litres a minute**
- **All toilets must be dual flush**, with a minimum 3-star Water Efficiency Labelling and Standards (WELS) rating (from 23 March 2025)

The landlord may have installed devices (such as aerators or regulators) to meet this requirement. You can test to check if a tap delivers 9 litres a minute or less, by turning the water fully on, and using a container and timer to check the flow. Otherwise, products with a three star (or higher) label tend to indicate that the prescribed standards are met.

At the start of the tenancy, the landlord is also required to check and ensure that there are **no leaking taps, toilets or showerheads**. If any of these start leaking during the tenancy,

you should notify the landlord and request that the leak be repaired, preferably in writing. See also [Factsheet: Repairs and maintenance](#).

For **social housing tenants**, water usage charges are determined by Ministerial Guidelines. You can ask your landlord for a copy of their policy.

Who pays for energy?

The landlord is responsible for the **initial installation** of an energy utility such as electricity, gas, and/or oil. They must ensure the property is in '**reasonable**' repair and **adequately supplied with utilities** (see more in 'Repairs to supply of utilities' below).

The tenant is usually required to **pay for the energy they use**. This means you pay all charges for the electricity, gas, and/or oil you consume during your tenancy. However, the tenant is only required to pay if the energy utility is **separately metered** (see below).

For **gas**, if the landlord does not provide any gas appliances in the premises and you do not use gas, then the landlord will have to **pay for all gas supply/availability charges**.

At the **start of the tenancy** the tenant usually contacts an energy provider to set up services. You may be charged a 'connection fee.' You may be able to reduce costs by transferring your existing services to your new home – discuss this with your provider.

Embedded networks for electricity and/or gas are sometimes found in apartment buildings, strata schemes, and residential land lease communities. In these networks, **tenants are required to use the nominated energy provider** – you cannot choose your own provider. You can ask if there is an embedded network when you inspect a rental, or check page 3 of the standard residential tenancy agreement under the heading 'Utilities.' See also [Blog post: Embedded networks leaving renters disadvantaged](#) and [Embedded networks customers](#) (Australian Energy Regulator).

What is 'separately metered'?

'Separately metered' means there is a meter that measures the water/energy that is **used at only your premises** – so that you are charged only for what you use.

The meter must:

1. **measure the quantity** of water, electricity, gas, or oil that is **used at only your premises**; and
2. enable a **separate bill** to be issued; and
3. satisfy an **Australian Standard** (if any) as prescribed by Regulations; and
4. have been **installed** in accordance with manufacturer's instructions or industry practice.

Most electricity and gas meters have an **identifying number** that allows energy suppliers to match the meter with the property. These identifiers can usually be found on your energy bill. However in **embedded networks** (see above), you still need to pay for the energy you consume even if there is no identifier assigned – as long as you have a meter that meets the other 4 requirements listed above.

For **social housing tenants** in buildings with centralised hot water system (heated by gas), the rules are different. You will be required to pay for gas, as calculated using individual **hot water meter readings**.

Who pays for internet, telephone, and television connections?

A landlord is **not** required to provide internet, telephone, or television **connections** with the property.

However, **existing sockets** are facilities provided with the property for use of the tenant. As such, the landlord is obliged to ensure they are in reasonable condition and to maintain them, unless they are specifically excluded in the tenancy agreement.

In the case *Varghese v Liang & Huang* (Tenancy) [2008] NSWCTTT 973, the property had a phone socket but it was not working. The tenant had seen the socket and assumed there was a working landline. The Tribunal found that in these circumstances the landlord is responsible for ensuring a landline is available unless there is a specific exclusion in the tenancy agreement.

At the start of the tenancy, note on the condition report whether or not telecommunications socket/s work. If they do not, **negotiate** with the landlord/agent about having them fixed. Be sure to get any agreement in writing.

If you want a **new connection** installed for internet or phone, then you must have the landlord's prior consent. This is a 'minor alteration' under the *Residential Tenancies Regulation 2019*. The landlord/agent cannot 'unreasonably' refuse consent for a minor alteration. You will have to pay for the new installation, and any repairs to it, however the landlord may be willing to agree to pay or contribute to the cost. Get their consent and any agreement to pay in writing. See also [Property modifications for older tenants](#).

The tenant usually **pays all the charges** for telecommunications services they use **during the tenancy**. At the start of the tenancy the tenant usually contacts a telecommunications provider to set up services. You may be

able to reduce costs by transferring your existing services to your new home – discuss this with your provider.

Bottled gas, water tanks, septic tanks

For properties using bottled gas, water tanks, and septic tanks, the rules are:

Bottled gas

The landlord pays the costs and charges (such as installation or initial connection) and supply or hire of gas bottles at the start of the tenancy. You then pay for all charges after that.

Water tanks

If tank water is the only form of supply, the landlord must ensure the tank has water in it at the start of your tenancy. Note the water level on the condition report. You are responsible for refilling the tank – as long as the property meets the water efficiency measures described above. The landlord is responsible for the upkeep of the tank, as well as associated pumps and electrical systems. Regularly check they are in working order and report any problems to the landlord/agent, preferably in writing.

Septic tanks

You are responsible for getting the septic tank pumped out for your usage only. You should note the level of the septic tank in the ingoing condition report. If the tank becomes full not solely from your usage (for example it was partially full at the start of the tenancy), negotiate with your landlord to share the costs of the pump out.

See also [Onsite Sewage Management – Septic Tanks](#) (The Office of Local Government) and their [Easy Septic Guide](#) which contains useful information on how to manage the septic system safely.

Repairs to supply of utilities

The landlord is responsible for providing and maintaining the property in '**reasonable**' repair and **fit for habitation**. One of the minimum habitability requirements is **adequate utilities**. This means the property must be 'adequately supplied' with water and electricity or gas, and has enough electricity or gas sockets for lighting, heating, and other appliances. It is reasonable for a tenant to expect **existing sockets** to be functioning and maintained (unless they are specifically excluded in the tenancy agreement).

The landlord is responsible for repairs and maintenance of utility connections/services **within the boundary of the property**. They must also pay for work needed to install or maintain an electricity meter in working order.

Normally if there is a problem with supply, for instance there is a gas leak, then the first step is to ring the provider and report it. They will then check where the problem is – if it is

outside the boundary of the premises then the provider is probably responsible for the repairs. Where the problem is within the premises you need to contact the landlord/agent, preferably in writing.

Repairs to utilities may count as **urgent repairs**. 'Urgent repairs' has a very specific definition in tenancy law, and includes:

- failure or breakdown of the gas, electricity or water supply
- failure or breakdown of any essential service for hot water, cooking, heating, cooling or laundering
- fault or damage that makes the premises unsafe or insecure
- serious damage from a natural disaster

It is important to follow the **correct process** for getting urgent repairs done – see [Factsheet: Repairs and maintenance](#).

Landlord must not interfere with supply

A landlord/agent who interferes with the supply of utilities to the premises, including by **not doing repairs or maintenance**, is in breach of the tenancy agreement. You can apply to the [NSW Civil and Administrative Tribunal \(NCAT\)](#) for orders that the landlord/agent stop such breach and/or restore supply, as well as compensation. You need to apply within 3 months of the breach. You can also apply for a **rent reduction** for the time you were without the service, but you have to apply before the end of the tenancy. You may also wish to lodge a complaint through the [NSW Fair Trading complaints service](#). It is a good idea to get advice from your [local Tenants' Advice and Advocacy Service](#). See also [Factsheet: Repairs and maintenance](#) and [Factsheet: NSW Civil and Administrative Tribunal](#).

Disputes over bills

If a utility bill seems too high you may wish to start by discussing it with the service provider. If you think you are being incorrectly charged for a utility, raise the matter with the landlord/agent, preferably in writing. You may be able to reach an agreement. See [Tips: Negotiating with the landlord](#). If you are not able to reach an agreement, you can apply to the [NSW Civil and Administrative Tribunal \(NCAT\)](#) or the [NSW Fair Trading complaints service](#).

If the landlord **does not pay water charges** that they are required to pay, and the charges must be paid to continue the supply of the water to the premises, you may be able to pay the outstanding charges in lieu of rent. If this is your situation, receipts from certain water providers count as rent receipts. Check with your supplier to see what options are available to you. It is a good idea to get advice from your [local Tenants' Advice and Advocacy Service](#). See also [Sample letter: Unpaid water charges – Sydney](#).

If there is dispute over payment of an account and the **supplier threatens disconnection**, consider writing to them to explain the situation. Include supporting documentation. The following bodies may be of help:

- [Energy and Water Ombudsman NSW](#): 1800 246 545
- [Telecommunications Industry Ombudsman](#): 1800 062 058

More info

- [Factsheets – Repairs and maintenance, Locks and security, Privacy and access, NSW Civil and Administrative Tribunal, Smoke alarms, Disaster damage](#)
- [Tips: Negotiating with the landlord](#)
- [New Renters Kit](#)
- [Embedded networks – news and analysis](#)
- Podcast episodes: [Cracks Emerge](#), [Negotiation for renters](#).
- Blog: [Renting and solar power in NSW](#)
- Rental homes tend to have worse energy performance, so renters have to put up with higher energy bills, less liveable homes, and the threats to health that come from being too hot or too cold. This is why the Tenants' Union is part of the [Healthy Homes for Renters campaign](#). In the meantime, renters need immediate help – check out the [Coping Cookbook](#) (Better Renting) for cheap and easy things you can do in your home to try to beat the heat.
- **NSW government resources:**
 - [Connection and supply of water to rental properties](#)
 - [Connection & supply of electricity & gas in rental properties](#)
 - [Telephone and internet utilities in rental properties](#)
 - [Safety in the home](#)
 - [How to improve water efficiency in rental properties](#)

Factsheet updated March 2025

For free advice, call your local Tenants Advice & Advocacy Service:

SYDNEY:

• Eastern	9386 9147
• Inner	9698 5975
• Inner West	9559 2899
• Northern	9559 2899
• Southern	9787 4679
• South West	4628 1678
• Western	8833 0933

REGIONAL:

• Blue Mountains	4704 0201
• Central Coast	4353 5515
• Hunter	4969 7666
• Illawarra Sth Coast	4274 3475
• Mid Coast	6583 9866
• Northern Rivers	6621 1022
• Northwest NSW	1800 836 268
• Southwest NSW	1300 483 786

ABORIGINAL:

• Sydney	9833 3314
• West NSW	6881 5700
• South NSW	1800 672 185
• North NSW	1800 248 913

WEB: tenants.org.au

NSW FAIR TRADING: 13 32 20

This factsheet is intended as a guide to the law and should not be used as a substitute for legal advice. It applies to people who live in, or are affected by, the law as it applies in New South Wales, Australia. ©Tenants' Union of NSW

You want to leave

As a tenant you have rights under the *Residential Tenancies Act 2010* and *Residential Tenancies Regulation 2019*. This factsheet summarises the law in NSW about how you can end a tenancy.

If you want to end your tenancy (also called 'terminating' your tenancy), start by answering these 3 questions:

1. What type of tenancy agreement do I have?

There are two types of agreement:

- **fixed-term** – for a specified term (e.g. 6 months)
- **periodic** – ongoing, the fixed term has expired or is not specified

The term is listed in your agreement under 'Term' or 'Term of agreement.' If you need to leave **during a fixed term**, see [Factsheet: Ending fixed-term tenancy early](#).

2. What is the reason (if any) for ending my tenancy?

You can end your tenancy without a reason, or for a legally specified reason. See 'Reasons, minimum notice, and actions' and further information about each option below.

3. Am I a co-tenant? If so, see 'Ending a co-tenancy' below.

How do I end my tenancy?

In most cases, you give the landlord/agent a **written termination notice** and **vacate** according to your notice. To vacate (also called 'giving vacant possession') you move out and return the keys. You can vacate before the date in your termination notice (the **termination date**), but you keep paying rent until the end of the notice period.

In some cases, you can apply to the NSW Civil and Administrative Tribunal (NCAT) for a **termination order**. If the Tribunal makes the order, it will end your tenancy agreement and specify the day by which you must vacate.

The termination notice

A termination notice must:

- be in writing, signed by the tenant;
- be properly sent or delivered to the landlord/agent – you can do this either by email (to an email address specified by the landlord/agent for the service of documents of that kind); or by post; or by hand (in an addressed envelope to a mailbox at their home or business address); or in person;
- include the address of the premises;
- include the day by which you will vacate (check how much notice is required below); and
- say the reason (if any).

Keep a copy of the notice and record how and when you sent or delivered it. If you post the notice, allow 7 working days for delivery. You can withdraw the termination notice at any time with the landlord's (and any co-tenants') consent.

Summary table of reasons and notice periods

There is more information about each option on following pages.

Reason	Minimum notice
Fixed-term agreement	
No reason at end of the fixed term	Give a minimum of 14 days notice. <i>This notice can be given on or before the last day of the fixed term.</i>
No reason during the fixed term	No minimum notice period. However a break fee will apply. See Factsheet: Ending fixed-term tenancy early .
Breach of agreement	Give a minimum of 14 days notice, OR Apply to the Tribunal. The Tribunal will decide if/when your tenancy ends.
Premises unusable	No minimum notice period.
Domestic Violence	No minimum notice period. See Factsheet: Domestic violence & renting
Rent increase during a fixed term of 2 years or more	Give a minimum of 21 days notice. <i>Note that this is only available when the landlord/agent has increased the rent during a fixed term of 2 years or more.</i>
Extraordinary ground	Give a minimum of 14 days notice.
Hardship	Apply to the Tribunal. The Tribunal will decide if/when your tenancy ends.
Breach of disclosure requirements	Give a minimum of 14 days notice, OR Apply to the Tribunal. The Tribunal will decide if/when your tenancy ends.
Periodic agreement	
No reason	Give a minimum of 21 days notice.
Breach of agreement	Give a minimum 14 days notice, OR Apply to the Tribunal. The Tribunal will decide if/when your tenancy ends.
Premises unusable	No minimum notice period.
Domestic Violence	No minimum notice period. See Factsheet: Domestic violence & renting
Breach of disclosure requirements	Give a minimum of 14 days notice OR Apply to the Tribunal. The Tribunal will decide if/when your tenancy ends.

Ending your tenancy without a reason

You can end your tenancy without a legally specified reason, however there are different rules depending on whether you have a **periodic** or **fixed-term** agreement (and what stage of the fixed term you are at).

Fixed-term agreement – at end of the fixed term

As the end of the fixed term approaches, you can give a termination notice, with a minimum of 14 days notice. You have to serve this notice before your fixed-term agreement ends – you can serve it on or before the last day of the agreement. The **termination date** in the notice can be the last day of the fixed term or up to 14 days after. Vacate by the date in your notice. You can use our [sample letter: Ending tenancy at end of fixed-term](#).

Fixed-term agreement – during the fixed term

Ending your fixed-term agreement early – in other words, ending it for no reason during the fixed term – is called breaking the agreement. A **break fee** will apply. See [Factsheet: Ending fixed-term tenancy early](#).

Periodic agreement

During a periodic agreement (an ongoing agreement, where the fixed-term has expired or is not specified), you can give a termination notice, with a minimum of 21 days notice. Vacate by the date in your notice. You can use our [sample letter: Ending a periodic tenancy agreement](#).

Ending your tenancy with a legally specified reason

To end your tenancy for one of the legally specified reasons below, you must give the landlord/agent a written termination notice and vacate; and/or apply to the Tribunal for a termination order (see 'How do I end my tenancy' above).

Ending tenancy due to breach of agreement

If your landlord/agent has **breached** the tenancy agreement, it's a good idea to get advice from your local [Tenants' Advice and Advocacy Service](#) about what action to take. As an **alternative to terminating**, you could apply to the Tribunal for an order that the landlord/agent fix the breach (e.g. they do repairs you have requested) or that they stop breaching the agreement (e.g. they stop interfering with your privacy).

If you want to terminate your tenancy agreement due to breach by the landlord, you can either:

- give a minimum 14-day termination notice that says it is for breach of agreement, or
- apply to the Tribunal for a termination order (see below).

If you give a termination notice for breach of agreement, the landlord/agent may apply to the Tribunal to dispute your notice. If the Tribunal finds that the landlord/agent has fixed the breach, or that the breach was not serious enough to justify termination, it may cancel your notice and you may be

found to have 'abandoned' the premises (see 'breaking the agreement' in [Factsheet: Ending fixed-term tenancy early](#)).

Applying to the Tribunal for a termination order for breach

If you want the Tribunal to make a termination order for breach by the landlord/agent, you must apply **within 3 months after you become aware of the breach**. The Tribunal may make the order if it finds that:

- a) the landlord/agent breached the agreement, and
- b) the breach is sufficient to justify termination.

When deciding (b), the Tribunal will consider: the nature of the breach, any previous breaches, whatever the landlord/agent did to fix the breach, whatever you did about the breach and the history of the tenancy. If the Tribunal does not make the order, your tenancy will continue.

Ending tenancy due to domestic violence

If you or your dependent child have experienced domestic violence, you can end your tenancy immediately by giving the landlord/agent and any other co-tenants a **Domestic Violence Termination Notice (DVTN)** and vacating the property. You will not have to pay a break fee. You can use our [sample DVTN – Ending tenancy due to domestic violence](#).

For the DVTN to the landlord/agent to be valid, you will need to attach a document such as a **Declaration by Competent Person**, or an **Apprehended Domestic Violence Order**, or certain other evidence. For more information, see [Factsheet: Domestic violence and renting](#).

Ending tenancy due to premises being unusable

Give an immediate termination notice and vacate if the premises:

- are destroyed or become wholly or partly unlivable, not due to breach of agreement (e.g. due to fire or flood – see [Factsheet: Disaster damage](#)), or
- can no longer be lawfully used as a residence, or
- are acquired by compulsory process (e.g. the government takes the land to build a freeway).

Ending tenancy due to a rent increase in a 2-year or more fixed term

If you have a fixed-term agreement of **2 years or more**, the landlord/agent can raise your rent once in a 12-month period, with 60 days proper written notice (see [Factsheet: Rent increases](#).) However, even if the landlord/agent gives you proper notice, you have the option to end the agreement by giving a termination notice with a minimum of 21 days notice, and vacating. The notice must say that it is because the landlord/agent has increased the rent during the fixed term, and you must give it to the landlord/agent **before** the rent increase takes effect.

Terminating due to breach of disclosure requirements

If the landlord/agent **knowingly** failed to tell you about certain legally specified **material facts** prior to you entering

the agreement, or if they made **false representations** to get you to enter into the agreement, you can either:

- Give a minimum 14-day termination notice that says the landlord has breached disclosure requirements. The landlord/agent may apply to the Tribunal to dispute your notice. If the Tribunal does not agree that the landlord/agent has breached the disclosure rules, it may cancel your notice and the tenancy will continue, or order you to pay compensation.
- Or
- Apply to the Tribunal for a termination order due to breach of disclosure requirements, and compensation because you suffered loss as a result of the termination (e.g. costs of relocation). The Tribunal will determine whether the breach of the disclosure rules are, in the circumstances of the case, sufficient to justify termination.

For a list of the legally specified material facts that the landlord/agent must disclose to you, see [Factsheet: Starting a Tenancy](#). It's also a good idea to get advice from your local [Tenants Advice and Advocacy Service](#).

Ending tenancy due to extraordinary grounds during a fixed term

Give a minimum 14-day termination notice on any of the following grounds:

- The landlord wants to **sell the premises and they did not tell you this before entering into the tenancy agreement** – [sample letter: Ending tenancy due to sale of premises](#).
- You've been offered and accepted a place in **social housing** [sample letter: Ending tenancy due to offer of social housing](#).
- You need or have accepted a place in an **aged-care facility**.
- The landlord failed to disclose to you that the premises were listed on the **Loose-filled Asbestos Insulation (LFAI) Register** prior to you entering into the agreement, or the premises have been listed on the LFAI Register during the tenancy.

Vacate according to your notice. You will not have to pay a break fee.

Ending tenancy due to undue hardship

Apply to the Tribunal to terminate your fixed-term agreement if there are **special circumstances** and continuing the tenancy would cause you undue hardship.

The Tribunal will consider evidence of your circumstances (e.g. finances or health) and those of the landlord. If it makes the order, it may also order that you pay the landlord compensation for breaking the fixed-term tenancy early.

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• Northern Rivers	6621 1022
• Northwest NSW	1800 836 268
• Southwest NSW	1300 483 786

Ending a co-tenancy

If all co-tenants are leaving

All must jointly give the landlord a 21-day termination notice in a periodic agreement, or a 14-day termination notice for the end of a fixed-term agreement (see 'Ending your tenancy without a reason' above).

If one co-tenant is leaving

During a periodic agreement, a co-tenant can end their own tenancy by giving a 21-day termination notice to the landlord and each other co-tenant. Once they vacate by the date in the notice, they are no longer a tenant under the agreement.

During a fixed-term agreement, a co-tenant can try applying to the Tribunal for a termination order to **end their own tenancy in special circumstances**, or to **transfer their tenancy to another person**.

A tenancy can be **transferred** from one person to another, with **written consent** from the landlord. The landlord may refuse, and does not need to have a good reason to withhold consent. However the landlord must not 'unreasonably' refuse consent if the tenants taking over the tenancy include one of the original tenants and one or more additional tenants. See [Factsheet: Transfer and sub-letting](#).

For information on **domestic violence** and co-tenancy, see [Domestic Violence and renting: Supplementary Guide](#).

More info

- Factsheets: [Starting a Tenancy](#); [Bond](#); [NSW Civil & Administrative Tribunal](#); [Domestic violence and renting](#); [Ending fixed-term tenancy early](#); [Transfer and sub-letting](#); [Disaster damage](#).
- Tips: [Negotiating with the landlord](#); [The easy way to claim your bond](#); [Take photos when moving in and out](#).
- [Easy read fact sheet: Moving out](#)
- [Podcast episode: Get me outta here](#)

Factsheet updated August 2024

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