

## Utilities

As a tenant you have rights under the *Residential Tenancies Act 2010* and *Residential Tenancies Regulation 2010*. This factsheet explains the law in NSW about power, water and telecommunications services in rented premises.

### Costs and charges – who pays

Under the terms of the standard residential tenancy agreement, the landlord agrees to pay the costs or charges for:

- installation for initial connection to an electricity, water and/or gas service
- electricity & gas if the premises are *not* separately metered
- a water service
- sewerage services (other than pump-out of septic tank)
- an existing gas supply, if the landlord does not provide gas appliances and the tenant does not use any gas.

You agree to pay for:

- supply of electricity and gas as long as the premises are separately metered
- pumping out the septic tank.

See below for bottled gas and water usage charges (which are special cases) and for telephone, television and internet connections.

### Electricity and gas

Where premises are separately metered, you pay for electricity or gas. If not, you cannot be charged for that utility. (See sample letter 'Electricity bill – no separate meter'.)

You do not pay for electricity and gas used in common areas or adjoining premises, and if you are being charged you can negotiate with the landlord for compensation. If this fails, apply to the NSW Civil and Administrative Tribunal (NCAT) for orders that the landlord carry out repairs in order to stop this from continuing and for compensation. Contact your local Tenants Advice and Advocacy Service (TAAS) for help.

### Bottled gas

The landlord pays the costs or charges for installation of the initial connection for bottled gas supply and for supply or hire of gas bottles at the start of the tenancy. You pay for all gas bottle charges after that.

### Water usage – who pays

Premises are		Who pays
Separately metered <sup>1</sup>	Water efficient <sup>2</sup>	
yes	yes	tenant
yes	no	landlord
no	yes	landlord
no	no	landlord

1. Includes where premises are not connected to the water supply and water is delivered by vehicle.
2. Premises have prescribed water efficiency measures installed.

**Water efficiency** The legally prescribed water efficiency measures are:

- a maximum flow-rate of 9 litres per minute for all showerheads, all internal cold-water taps and single mixer taps in kitchen and bathroom sinks
- no leaking taps at the start of the tenancy or when water efficiency measures are installed – whichever is later.

**Billing for water usage** You are only required to pay for water usage if the landlord bills you correctly. They must:

- give you a copy of the bill from the water supplier (or other evidence) showing the cost of water used
- give you at least 21 days to pay
- request payment within 3 months of receiving the bill from the supplier.

**Unpaid water charges** If Sydney Water, Hunter Water or a local council supply the water and the landlord fails to pay charges as required, you may be able to pay the outstanding charges in lieu of rent. Receipts from certain suppliers count as rent receipts so check with your supplier. (See sample letter 'Unpaid Sydney Water charges'.)

**Social housing tenants** If the premises are not separately metered, you must pay for water usage as determined by ministerial guidelines. Ask your landlord for a copy of their policy if they charge you for water.

### Water tanks

Where tank water is the only form of supply, the landlord must ensure a 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, if needed. The landlord is responsible for the upkeep

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of tanks, as well as associated pumps and electrical systems. Regularly check any tanks, pipes, pumps and gutters and report any problems to the landlord/agent.

If they fail to do needed repairs and water is then lost or contaminated, you can apply to NCAT for compensation for the cost of replacement water. You can also seek a rent reduction for withdrawal of facilities.

### Septic tanks

You are responsible for getting the septic tank pumped out when it becomes full as a result of your usage.

A standard tank should need emptying every 3–5 years with normal usage. If a tank needs emptying a few months into the tenancy, it may be that it is faulty or the previous occupant did not empty it. Write to landlord/agent asking for it to be repaired or emptied.

### Telephone, television and internet connections

A landlord is not required to provide telephone, television or internet connections with the premises.

However, existing phone/TV/internet sockets are facilities provided with the premises for use of the tenant. As such, the landlord is obliged to provide such facilities in reasonable condition and to maintain them – unless this is specifically excluded in the tenancy agreement. (Also see Factsheet 06: *Repairs and maintenance*; and the case *Varghese v Liang & Huang* (Tenancy) [2008] NSWCTTT 973).

At the start of the tenancy, note on the condition report whether or not socket/s work. If they do not, negotiate with the landlord/agent about having them fixed. Get any agreement in writing.

**New connections** If you want a new connection installed you must have the landlord's consent. They must not unreasonably withhold consent if the work required for the installation is of a 'minor nature' (see the NSW Fair Trading factsheet 'Asking to make an alteration' at [www.fairtrading.nsw.gov.au](http://www.fairtrading.nsw.gov.au)).

You will have to pay for installation (although the landlord may agree to pay or contribute to the cost).

You pay for repairs to connections you have installed.

### Landlord must not interfere with supply

A landlord/agent who interferes with the supply of gas, electricity, water, telecommunications or other services to the premises is in breach of the tenancy agreement (unless it is to avoid danger to any person or for maintenance/repairs).

You can apply to NCAT for order/s that:

- the landlord/agent stop interfering with supply
- the landlord/agent undertake repairs or take other action to restore supply
- you are compensated for interference with your reasonable peace, comfort and privacy.
- the rent is reduced for the time you were without a service due to interference by the landlord/agent.

For (a), (b) and (c) apply within 3 months of the breach. For (d) apply any time before the end of the tenancy. Contact your local TAAS for help. (Also see Factsheet 11: *NSW Civil and Administrative Tribunal*.)

### Repairs

The landlord is responsible for repairs & maintenance of utility connections/services within the boundary of the property. 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 responsible for the repairs. Where the problem is within the premises you need to contact the landlord/agent in writing. If it is urgent you can phone first but you should record the details of any conversations and send them a letter. You may decide to arrange for repairs to be done yourself, but then you need to negotiate a written agreement with the landlord/agent in advance. (Also see Factsheet 06: *Repairs and maintenance*.)

### Disputes over bills

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: phone 1800 246 545, [www.ewon.com.au](http://www.ewon.com.au)
- Telecommunications Industry Ombudsman: phone 1800 062 058, [www.tio.com.au](http://www.tio.com.au) Updated April 2019

**For free tenancy advice, call your local Tenants Advice and 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](http://tenants.org.au)

NSW FAIR TRADING: 13 32 20

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