

Introduction to renting in NSW

Renters have rights! This factsheet gives an overview of your legal rights when renting your home in New South Wales, plus links to find more information.

If you need **advice** on your legal rights as a renter, you can contact your **local Tenants Advice & Advocacy Service** (TAAS). TAASs are independent, non-government organisations that provide free information, advice, and advocacy to renters.

It is a good idea to **keep written records** of what happens between you and the landlord/agent. Also keep copies of your tenancy agreement (lease), condition report, receipts, letters, emails, and **photos** of the property.

The **real estate agent** is paid by the landlord to manage the property. Remember that the agent works for the landlord.

Which laws cover renting in NSW?

There are specific laws about renting in NSW. Most **residential tenancies** are covered by the **Residential Tenancies Act 2010** and the **Residential Tenancies Regulation 2019**. The Regulations provide detail about how the Act functions. Certain renters (such as boarders and lodgers) are **not** covered by the Residential Tenancies Act – see below.

The Residential Tenancies Act covers:

- **private tenants** who have a **written or oral** residential tenancy agreement
- **social housing tenants** – including public housing (Homes NSW), community housing, and the Aboriginal Housing Office. Social housing tenants have certain specific rights and obligations under the Act – see: **Public and community housing resources**.
- people who **rent** a home in a **land lease community** – see: **Tenants in land lease communities**.

The Residential Tenancies Act does *not* cover:

- **boarders and lodgers** – see Factsheets: **Boarders and lodgers** and **Boarding Houses Act**.
- sub-tenants **without a written agreement** – see Factsheet: **Share housing**.
- **home owners** who rent a site in a land lease community – see: **Home owners in land lease communities**.
- **'protected tenants'** – see: **Protected tenants infosheet**, and call your **local Tenants Advice and Advocacy Service** if you think you may be a protected tenant.
- **aged-care**, respite-care, nursing homes, retirement village residence contracts, and hospitals
- **hotels**, motels, serviced apartments, and backpackers hostels

- **temporary accommodation**, such as:
 - **refuges** and crisis accommodation
 - long-term **holiday parks** agreements – where you rent a site but it is not your principal place of residence
 - **short-term rental accommodation** (no more than 3 months), that is not your principal place of residence, such as **holiday-letting** through Stayz, Airbnb etc – see: **Short-term rental accommodation** (NSW Fair Trading)
- premises used mostly for **business**, trade, profession, or agriculture

The Residential Tenancies Act also **does not apply**:

- where a tenant made an agreement in 'good faith' for the purchase or mortgage of the residential premises
- where you are 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.

What is the NSW Civil and Administrative Tribunal (NCAT)?

The **NSW Civil and Administrative Tribunal** (NCAT) is an independent body that has the power to **decide disputes between landlords and tenants** in residential tenancies. The Tribunal can make orders about bonds, evictions, repairs, pets, and other aspects of tenancy. These orders are legally binding.

The Tribunal tries to use plain language and a simple process. As a tenant you will usually **represent yourself**.

When you first go to the Tribunal you will be encouraged to try to **reach an agreement** with the landlord/agent – this is called **conciliation**, and there may be a conciliator there to assist. See **Tips: Negotiating with the landlord**.

If you do not manage to reach an agreement then the Tribunal Member will make a decision about the dispute – by applying law to the **evidence** you and the landlord provide. You will need to provide evidence such as photos, written statements, reports, copies of emails etc.

If you get a notice about a Tribunal hearing, **you should always attend**, even if the landlord says you do not need to go. If you do not go, it is possible that a decision will be made without you. If you are going to the Tribunal, or if you want to apply for a hearing about an issue you are having, it is a good idea to get advice from your [local Tenants Advice and Advocacy Service](#).

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

Starting your tenancy

You have rights and obligations when you apply for a rental home, and when you start a tenancy. The landlord/agent must follow the rules and give you certain information – see [Factsheet: Starting a tenancy](#). It is important to **inspect the property** before starting a tenancy.

You must be given a copy of the **residential tenancy agreement** (commonly called a **lease**). The tenancy agreement is usually in written form (although it can be oral). There is a [standard residential tenancy agreement](#) that most landlords use. The tenancy agreement is a legally binding contract. It is a good idea to take the time to read the agreement – look out for any parts that have been crossed out, or additional terms. Additional terms may be included if both you and the landlord agree to them, as long as they **do not conflict** with the *Residential Tenancies Act* or any other legislation.

There are two types of tenancy agreement:

- **fixed term** – for a specified period (e.g. 12 months)
- **periodic** – ongoing, no fixed term is specified

At the end of a fixed-term, a tenancy agreement **automatically becomes periodic** (ongoing), unless it is ended by you or the landlord.

In most cases after you sign the agreement, you will be asked to pay **2 weeks rent in advance** and a **bond**. The amount of the bond can only be as much as 4 weeks rent. The bond is like a security deposit. If you break the terms of the lease or damage the property (beyond reasonable wear and tear) the landlord will be able to make a claim for some or all of the bond. The bond is held by NSW Fair Trading. It is a good idea to lodge the bond directly using [Rental Bonds Online](#). See [Factsheet: Bond](#).

You are not required to pay more than **2 weeks rent in advance** – see [Factsheet: Rent payment](#).

You must be given a **condition report** filled out by the landlord. It is important to complete the condition report in detail and on time – within 7 days of getting the keys. In the report, make sure you note down **everything** that is unclean, damaged, or needs to be repaired. It is also a good idea to **take photos**. The condition report is important evidence if there is a dispute over the bond at the end of the agreement. You must be given your place, including any outdoor space, in a safe, clean, and reasonable condition.

During your tenancy

You need to pay rent on time. You are required to be **2 weeks in advance on the due date** (but not at all times). The landlord must provide a **fee-free** and accessible option for paying your rent. This must include **bank transfer**. If you pay in person or by cheque, you must be given rent receipts. It is also a good idea to keep your own records of your rent payments. See [Factsheet: Rent payment](#).

If you **fall behind on your rent**, then you are in breach of your tenancy agreement. This can lead to eviction, however there are steps you can take to save your tenancy. See [Factsheet: Overdue rent](#).

There are legal rules about **rent increases**. The landlord/agent cannot increase your rent more than **once in 12 months**. They must also give you **at least 60 days written notice**. You can challenge a rent increase if it is **invalid** or **excessive** at the NSW Civil and Administrative Tribunal (NCAT). You must apply to the Tribunal within 30 days of receiving the notice. See [Factsheet: Rent increases](#).

Utilities are water, electricity, gas, and telephone (landline). The landlord is usually responsible for the original installation of utilities. The tenant usually pays for the usage of the utilities – as long as they are **separately metered**. See [Factsheet: Utilities – water, energy, internet](#).

If you want to keep a **pet**, you need the landlord's consent (except for a recognised assistance animal). The landlord/agent cannot refuse your request without a **valid reason**, or impose **unreasonable conditions** that make it impossible to keep your pet. There is now a formal process with clear rules for applying to keep a pet. See [Factsheet: Pets](#).

You are responsible for keeping the property **reasonably clean** and cared for. If you want **alterations or additions** made to the property, or any **locks** changed, you must get the landlord's written permission. See [Factsheets: Locks and security](#) and [Property modifications](#).

If the property needs **repairs**, you should tell the landlord/agent **in writing**, including what you want them to do about it. They are required to carry out necessary repairs in a reasonable time. You are entitled to a property that is in reasonable repair, safe, and secure. See [Factsheet: Repairs and maintenance](#).

You are entitled to **reasonable peace, comfort and privacy** in your rental home. The landlord/agent must give you **proper notice** when they want to visit. You are entitled to 2 days written notice for access to do repairs (unless they are urgent repairs). **Inspections** are limited to a maximum of 4 times in any 12-month period, with at least 7 days written notice each time. See [Factsheet: Privacy and Access](#). You must not interfere with the peace, comfort or privacy of your neighbours.

If you want to **sub-let** or **transfer** your tenancy to another person, you need to ask for the landlord's written permission. If you live in a **share house** and not everyone is named on the lease, there may be head-tenant(s) and sub-tenant(s). It is a good idea for head-tenants and sub-tenants to have a **written agreement**. See [Factsheets: Share housing](#) and [Transfer & sub-letting](#).

There are different legal rules for **boarders and lodgers**. You may be a boarder or lodger if you live in a registrable boarding house, or a share house where the landlord (or live-in manager or caretaker) has significant control over the property. See [Factsheet: Boarders and lodgers](#).

If there is a **dispute** with the landlord/agent, it is a good idea to start by **negotiating** – see [Tips: Negotiating with the landlord](#). If you are unable to reach agreement, get advice from your [local Tenants Advice and Advocacy Service](#) about applying to the Tribunal or making a complaint to NSW Fair Trading. See [Factsheet: NSW Civil & Administrative Tribunal](#).

End of tenancy

If you want to leave, the rules depend on the **type of agreement** and the **reason** you have (if any) for ending the tenancy. In most cases, you give the landlord/agent a **written termination notice** and **vacate** (move out and return the keys) according to your notice. You can vacate before the date in your notice, but unless there is an agreement with the landlord, you will have to pay rent until the end of the notice period. See [Factsheet: How do I end my tenancy?](#) for the required notice periods and more information.

There are two types of tenancy agreement:

- **fixed term** – for a specified period (e.g. 12 months)
- **periodic** – ongoing, no fixed term is specified

At the end of a fixed-term, a tenancy agreement automatically becomes periodic (ongoing), unless it is ended by you or the landlord.

If you leave **during the fixed term**, without a legally-specified reason, a **break fee** will apply. See [Factsheet: How do I end my tenancy?](#)

You are required to leave the property in the same condition as when you started to rent it, except for **normal wear and tear**. It is a good idea to **take photos** when you leave.

After you have moved out, you can claim your **bond**. The bond is your money, and it should all be returned to you, unless the landlord has a legitimate claim. Legitimate claims include the reasonable cost of:

- rent or other charges you owe
- repairs – if you, another occupant or a guest has damaged the premises beyond '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 altered, removed or added these without the landlord's consent

You can claim your bond as soon as **you have moved out**. You **do not need to wait** for the signature of the landlord/agent – see [Tips: The easy way to claim your bond](#). If they want to dispute your claim they will need to apply to the NSW Civil and Administrative Tribunal (NCAT). If they claim the bond first, and you disagree, you can apply to the Tribunal. The Tribunal will then decide how the bond is paid out. See [Factsheet: Bond](#).

If the landlord/agent wants you to leave, they must end your tenancy agreement. They must give you a **valid termination notice** or apply to the Tribunal. The termination notice must include the **proper number of days notice**, a valid **reason** for ending the agreement, and **evidence**. Valid reasons for ending your tenancy include if you breached the agreement (e.g. **overdue rent**, or using the property for illegal purposes), sale of property, significant renovations, the landlord or their family is moving in, and other reasons. See [Factsheet: Eviction – landlord ends tenancy](#).

A termination notice by itself does not end your tenancy. Your tenancy ends 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 Tribunal for a termination **order**. A termination order ends the tenancy and specifies a day by which you must move out. The landlord/agent cannot evict you – only the Tribunal can. 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 forcibly evict you from the premises.

There are special rules about ending tenancy in situations of **domestic violence**, **sale of property**, **disasters** (such as fire or flood), and **mortgagee repossession**.

More info

- [New Renters Kit](#)
- [All Tenants' Union factsheets and sample letters](#)
- [Podcasts](#)
- [Easy read factsheets](#)
- Contact your [local Tenants Advice & Advocacy Service](#) for free, independent tenancy advice. If you need an interpreter phone 131 450 first.
- NSW government: [Renting a place to live](#)

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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	4276 1939
• 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