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**. 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. All landlords and agents must offer Centrepay 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**.

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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

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