

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 & Water Ombudsman NSW \(EWON\)](#): 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](#).
- 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.
- [Energy & Water Ombudsman NSW \(EWON\) factsheets](#)
- [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](#)

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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	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