

NSW COVID-19 Residential Tenancy Protections

Timeline

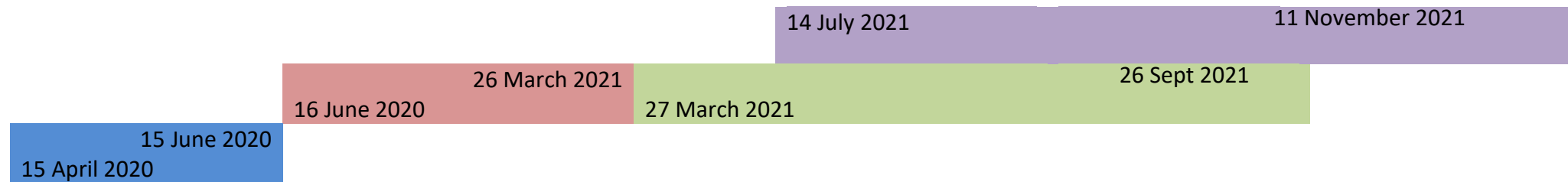
15 April 2020 to 15 June 2020	16 June 2020 to 26 March 2021	27 March 2021 to 26 September 2021	14 July 2021 to 11 November 2021
Moratorium Period 1 <i>(phased out)</i>	Moratorium Period 2 <i>(being phased out)</i>	Transitional Period	July 2021 Moratorium
<p>Up until 15 June 2020 there was a 60 day stop on evictions for rent arrears for COVID-19 'impacted tenants'.</p> <p><i>'impacted tenant' being defined as:</i> A tenant in a renting household able to demonstrate any 1 or more rent paying members of the household have:</p> <ul style="list-style-type: none"> lost employment or income as a result of COVID-19, or had a reduction in work hours or income as a result of COVID-19, or had to stop working, or materially reduce work hours, because of illness with COVID-19, or carer responsibilities for a family member ill with COVID-19. <p>And as a result of the above factors the weekly household income for the household has been reduced by at least 25% compared to the weekly household income for the household before the occurrence of any of the matters</p>	<p>Same definition of 'impacted tenant' as in Moratorium Period 1</p> <p>Prohibition on giving 'impacted tenants' a non-payment termination notice or applying to the Tribunal for termination of 'impacted tenants' on the ground of non-payment breach</p> <p>Unless:</p> <ul style="list-style-type: none"> Landlord has first 'participated, in good faith, in a formal rent negotiation process' through NSW Fair Trading for a rent reduction and it was 'fair and reasonable' in the circumstances to seek termination. <p>Option for Tribunal to limit break fee to a maximum of 2 weeks rent if a rent reduction cannot be negotiated and if Landlords refuse to participate in the formal rent reduction negotiation process through NSW Fair Trading.</p>	<p>Same definition of 'impacted tenant' as in Moratorium Periods 1 and 2</p> <p>Landlords can only terminate tenancies of 'impacted tenants' for arrears accrued between 15 April 2020 and 26 March 2021 ('Accrued Arrears') if the termination is 'fair and reasonable' in the circumstances, and:</p> <ul style="list-style-type: none"> landlords have participated in good faith formal negotiations to enter a repayment plan for Accrued Arrears through NSW Fair Trading, or tenants have failed to comply with a repayment plan for Accrued Arrears by missing 2 consecutive repayments. <p>Prohibition on giving s 85 'no grounds' termination notices to 'impacted tenants' with Accrued Arrears.</p> <p>Prohibition on listing on database of an 'impacted tenant' in breach solely from non-payment of rent or charges</p>	<p>There is a 60 day stop on evictions for rent arrears for COVID-19 'impacted tenants' from 14 July 2021</p> <p>To be eligible as an 'impacted tenant' for the July 2021 Moratorium a tenant must:</p> <ul style="list-style-type: none"> show that rent paying members of the household are impacted by COVID-19 i.e. have lost employment, work hours, income or have had to stop working as they or other members of their household or in their care have been ill with COVID-19; and as a result of the above factors the weekly household income for the household has been reduced by at least 25% compared to the weekly household income received in the 4 weeks prior to 26 June 2021; and

Note: Social housing tenancies have been excluded from the operation of the above COVID-19 tenancy measures, so the usual notice periods, grounds of termination and applications for termination have continued to apply for social housing tenants.

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	<p><i>Prohibition on listing on tenant database of an 'impacted tenant' in breach solely from non-payment of rent or charges.</i></p> <p><i>Under ss84, 85, 87 and 94 of the Residential Tenancies Act 2010 - minimum of 90 days termination notice to be provided by Landlords to ALL tenants in NSW.</i></p>		<ul style="list-style-type: none"> • <i>continue to pay at least 25% of the rent payable.</i>
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COVID-19 Measures over time
(not to scale)

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