

Helping people new to renting in NSW



TENANTS'
UNION
OF NEW SOUTH WALES

New Renters Kit: Helping people new to renting in NSW

An initiative of the Tenants' Union of New South Wales, supported by grant funding from the City of Sydney.

Published: October 2023, updated July 2024. ©Tenants' Union NSW.

ISBN: 978-0-9585694-1-5

Contributors: Charlie Wilde, Olivia Nielsen-Gurung, Jeremy Kerbel, Leo Patterson Ross.

Disclaimer: This Kit is intended as a guide 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. Tenancy law changes coming soon may affect the accuracy of this Kit.

Acknowledgement of funding: The Tenants' Union of New South Wales would like to thank the City of Sydney for their funding support through their Knowledge Exchange Sponsorship grants program, which helped make this kit possible.

The Tenants' Union receives principal funding from the Tenants Advice and Advocacy Program administered by NSW Fair Trading; and the Community Legal Centres Program administered by Legal Aid NSW.

Special thanks: The Tenants' Union would like to extend special thanks to the Tenants Advice & Advocacy Services, community organisations, young people, and youth workers who shared their insights and lived experiences with us in consultations and roundtable discussions. We would also like to thank Youth Action for their support and dynamic facilitation, helping us make this work more relevant to the groups of new renters we hope to assist.

Illustrations: by Meg O'Shea, except where otherwise indicated. *Meg is a comic artist based on Gadigal and Wangal land who has been a renter in two countries, and dreams of one day not having to rely on 3M hooks to hang up all her pictures.*

megoshea.com



Acknowledgement of Country

This kit was prepared on Gadigal and Dharawal Countries. The Tenants' Union of NSW acknowledges the traditional owners and holders of knowledge of Country and pay respect to all Elders past, present and future. These owners were displaced from their ancestral lands and this occupation has had an ongoing impact. In contrast to the other inhabitants of this land, the majority of Aboriginal and Torres Strait Islander People rent their homes.



'Community' by
Aboriginal artist
Pauline Coxon,
commissioned by
the Tenants' Union.

Pauline Coxon writes: *This image has as its centre a campsite, with different family structures and individuals represented. Looking at the people, there are adults with children, single adults with children, and adults without children. The community is looking for home and they are in need of a tenancy. The campsite represents their tenancy but they are unable to reach this at the moment. The community has to reach out for support.*

Introduction

Renting can be tricky to navigate, especially if you are new to renting in New South Wales or haven't rented for a while. This kit aims to help you put the pieces together, avoid common pitfalls, and resolve issues that may arise over the course of a tenancy. It combines legal resources with practical tips to help you get on your feet.

This kit is divided into three main sections:

- 1. Finding a rental property and signing a lease**
- 2. Dealing with problems during a tenancy**
- 3. The end of a tenancy**

Get more help:

You can find this kit on the Tenants' Union website, along with fact-sheets, podcasts, and other useful resources:

 tenants.org.au

For free and professional tenancy advice, speak to a Tenant Advocate at your local **Tenants Advice & Advocacy Service** (TAAS). Find their phone numbers on our website or on the last page of this kit.



Contents

Finding a rental property and signing a lease 6

Looking for a place 8

| | |
|---------------------------------------|----|
| Getting ready to rent | 8 |
| Applying to rent | 14 |
| Inspecting a property | 18 |
| Interviews with potential housemates | 20 |
| Overcoming barriers to renting in NSW | 20 |
| Holding deposits | 22 |

Starting your tenancy 23

| | |
|---|----|
| Information you must receive before signing the lease | 24 |
| Reading your lease | 24 |
| Bond | 26 |
| Agreements in share housing | 26 |
| Utilities – electricity, water, gas, internet | 27 |
| Completing a condition report | 30 |

Dealing with problems during a tenancy 32

Basic tenancy rights and responsibilities 33

How to get repairs done 34

Resolving issues with the landlord or agent 37

| | |
|--|----|
| The NSW Civil & Administrative Tribunal (NCAT) | 38 |
|--|----|

People you live with 38

| | |
|---|----|
| A new housemate/partner/family member moves in | 38 |
| Resolving issues with another member of the household | 39 |
| Domestic Violence and tenancy | 39 |

The end of a tenancy 41

If you want to end the tenancy 41

What to do if you get a termination notice (eviction) 44

If the landlord wants to sell the property 44

Legal responsibilities when share housing 45

Getting your bond back 45

| | |
|----------------------------------|----|
| You can claim your bond yourself | 46 |
| End of lease cleaning | 46 |
| When there is a bond dispute | 50 |
| Damage or 'fair wear and tear'? | 50 |

Finding a rental property and signing a lease



UNDERSTAND TENANCY WORDS

Lease = residential tenancy agreement = a contract between a property owner and tenant setting out the terms, conditions, rights and obligations of each party regarding a rental property

Fixed term agreement = a type of lease that is for a set period of time, usually for 6 or 12 months

Periodic agreement = rolling agreement = a type of rental agreement that doesn't have a set end date

Bond = money you pay at the start of the tenancy, like a security deposit. Rental bonds are usually deposited with NSW Fair Trading

Renter = the person who rents the property. Most renters are tenants under the *Residential Tenancies Act 2010*

Landlord = the person who owns the property being rented

Real estate agent (agent) = property manager = the person employed by the landlord to manage the rented property

Head tenant = The head tenant is the tenant that has their name on the agreement with the landlord to rent the property

Sub tenant = A sub tenant is a tenant who rents the property (or a room) from the head tenant. They do not have an agreement directly with the landlord but have a separate agreement with the head tenant.

Co-tenant = A co-tenant is a tenant who has their name on the lease with the landlord along with other co-tenants. Co-tenants share all rights and obligations with the other co-tenants. If the household is behind on rent or if the property is damaged, the landlord can legally pursue any or all of the co-tenants for payment.

Tenants Advice & Advocacy Service (TAAS) = free local service providing advocacy and advice to tenants. Tenants Advice & Advocacy Services are not part of government.

Tenant Advocate = legally trained professional at a Tenants Advice & Advocacy Service who supports tenants and advises them in relation to their tenancy rights

NSW Fair Trading = OFT = NSW FT = division of the NSW Government responsible for administering tenancy law

The Tribunal = NSW Civil and Administrative Tribunal = NCAT = legal body that determines disputes between tenants and landlords in NSW

The Act = *Residential Tenancies Act 2010* = legislation that governs the relationship between tenants and landlords in NSW

Looking for a place

Getting ready to rent

If you are thinking of moving into a rental property, here are a few things to think about:



MONEY

Money isn't the only thing to think about when you're starting out, but it is important to consider your financial situation early to work out what rental properties are sustainable for you, as well as what help might be available.

WHAT CAN I AFFORD?

It's a good idea to have a look at your budget to work out how much money you would realistically be able to put towards accommodation. Bear in mind that accommodation expenses include the bond, rent and utilities like electricity, gas and internet.

A budget doesn't have to be complicated. Basically, a budget adds up all of your income and subtracts all of your expenses to see how much money (if any) you have left over. Sometimes the process of working out a budget can help you see where your money is going and make decisions about how you want to spend it.

There are a lot of budget tools online that you can use to work out your budget. You could try the Budget Planner tool at [moneysmart.gov.au](https://www.moneySMART.gov.au) Remember, it's better to overestimate expenses if you are in doubt.



START-UP EXPENSES

Moving house is expensive. How expensive will depend on your particular circumstances. You should factor in financial costs like:

- The amount you will need to save for a bond (calculated at 4 x weeks rent – similar to a security deposit)
- Rent that will need to be paid in advance when you move in (usually 2 x weeks rent)
- Moving expenses, including:
 - Time and transport expenses travelling to and attending property inspections
 - Hiring removalists or a moving van
 - Time needed to pack and unpack
 - Taking time off work to move
 - Additional childcare during the move (if needed)
 - School relocation costs (school fees, uniforms) (if needed)
 - Cancellation/new community/sport membership fees
 - Kitchen restock
- Utility connection fees
- The cost of purchasing any furniture or appliances you might need

It is worth saying that moving also takes an emotional and social toll. Trying to find a new home can lead to increased stress and anxiety. Potentially moving away from social support systems can make this an even more challenging time.

The Tenants' Union report, *Eviction, hardship and the housing crisis*, estimates costs renting households in NSW are likely to face when they move. See the report at: tenants.org.au/reports/hardship

Some cost-cutting tips include:

- Find second-hand moving boxes and packing supplies online or on community forums instead of buying them new
- Hire a moving truck or borrow a friend's ute or trailer to move rather than hiring a removalist company
- Buy refurbished or second-hand whitegoods and furniture

FINANCIAL ASSISTANCE

There are some government programs available to help make renting more affordable for people that are eligible:

- **Social, community and Aboriginal housing** are available for eligible people on low incomes. There are often long waiting lists for housing through these programs. You can apply for Housing Assistance NSW at facs.nsw.gov.au/housing/help
- **Rentstart** scheme provides some financial assistance for eligible people to help set up or maintain a tenancy in the private rental market (including interest-free bond loans). Read more at facs.nsw.gov.au/housing/help
- **Rent Choice Youth** is a program for people aged between 16 and 24 to help eligible young people find a place to live, get approved, pay the rent and get support to rent independently. Read more at facs.nsw.gov.au/housing/factsheets/rent-choice-youth
- **Other Rent Choice programs** for those escaping unsafe living situations, veterans of the Australian Defence Force, and those who have experienced a serious financial shock (like a job loss or illness). Read more at facs.nsw.gov.au
- **Commonwealth rent assistance** is available for eligible people in community housing or renting privately. Read more at dss.gov.au/housing-support/programmes-services/commonwealth-rent-assistance

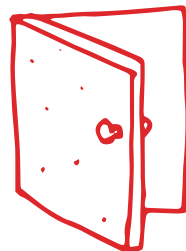
For more information on financial assistance available to help with rent and moving costs see:

- Tenants' Union resource on Financial Assistance at tenants.org.au/resource/financial-assistance
- NSW Government site on help with rent and moving costs in NSW: nsw.gov.au/housing-and-construction/renting-a-place-to-live/renting-a-property-nsw/financial-support



WHAT TYPES OF ACCOMMODATION ARE THERE?

There are a range of accommodation options available, depending on your needs and circumstances. However, it is important to note that your legal rights vary depending on the accommodation type you live in.



Crisis and emergency accommodation

This type of housing is mostly for people who are homeless or are at risk of becoming homeless. You can find this type of accommodation by calling **Link2home** on 1800 152 152 (run by the Department of Communities and Justice – DCJ) or by visiting Ask Izzy at askizzy.org.au If you need temporary accommodation following a natural disaster, call Service NSW on 13 77 88.

Student accommodation

Student accommodation is usually in buildings owned or managed by a university. It can be located on or off campus. Student accommodation is usually a furnished room with a shared bathroom. Some student accommodation is not protected by the *Residential Tenancies Act*. An agreement with the accommodation provider is usually considered a contract, and might need to be enforced in a local court. People living in student accommodation often have less protections when it comes to things like evictions and it may be harder to enforce rights like the right to have repairs made.

Boarding Houses

Boarding houses typically have five or more beds (not including proprietor, manager or relatives of the proprietor or manager) and some facilities like bathrooms or kitchens can be shared. Residents have to follow house rules. Boarding house residents are covered by the *Boarding Houses Act 2012* and are generally understood to not have the same protections as tenants covered by the *Residential Tenancies Act*. If you are moving into a boarding house, read more about your rights at tenants.org.au/resources/boarders-and-lodgers

Housing Co-operatives ('co-ops')

Housing co-operatives are organisations set up to meet the housing needs of their members. They are usually managed as a community,



meaning residents participate in co-op decisions at community meetings. There are often eligibility requirements like limits on the amount of income and assets you can own. Co-ops will usually have their own set of rules to govern the community. Co-op properties can be owned or rented.

Social housing

Social housing is rental housing for people on low incomes who need 'secure and affordable' accommodation. It includes public housing (managed by the Department of Communities and Justice – DCJ), community housing (managed by non-government organisations) and Aboriginal housing. There are often long wait-lists for social housing as demand far exceeds available social housing homes. Housing Pathways is the way applications for housing assistance are managed in NSW. For information on applying for housing assistance through Housing Pathways, see facs.nsw.gov.au/housing/help

Private rental accommodation

Private rental housing is regulated by the *Residential Tenancies Act*, which sets out the rights and responsibilities of renters ('tenants') and landlords (the person who owns the property). In most cases the landlord will use a real estate agent ('property manager') to collect rent and manage the day-to-day running of the property. The focus of this kit is private rental accommodation.

Share housing

Share housing is a type of private rental accommodation. If you are considering (or already living in) share housing, Redfern Legal Centre has created a guide to help. It provides information on looking for a place, setting up a shared house, the pros and cons of different shared house arrangements (like whether you are a co-tenant or a sub-tenant), how to handle problems you could face in a shared house and moving out. You can access the Share Housing Survival Guide here: sharehousing.org For more information on your rights in a share house, see also the Tenants' Union resources at tenants.org.au/resources/share-houses



WHERE TO FIND HOUSING ON A BUDGET

Housing that is genuinely affordable is in short supply. Demand for housing is fierce, and you might find yourself in competition with a number of other applicants. However, here is where to start your search:

Renting websites

Most people search for private rented accommodation using websites like [realestate.com.au](https://www.realestate.com.au) or [domain.com.au](https://www.domain.com.au). These websites allow people to search rental properties by area, the number of bedrooms, property features and/or the rental price. Properties must be advertised with a price per week for rent. If you plan to pay monthly, bear in mind that the monthly rent is more than 4 x the weekly rent (as most months have 30 or 31 days).

To calculate the monthly rent, the Tenants' Union has a Rent Converter tool to help. You can enter your weekly rent and the tool will calculate the monthly amount for you. See tenants.org.au/resource/rent-converter

Facebook marketplace or social media groups

Increasingly, cheaper places are advertised on Facebook marketplace or through groups, or less specialist sites like Gumtree. While you can find cheaper places, it's also important to check that they are still legitimate homes. Properties are less likely to be managed by real estate agents and there can be more scams on these platforms because the account is not verified.

Community notice boards and neighbourhood social media groups

Sometimes community centres and libraries have community notice boards where you could put up an 'accommodation needed' sign. More often, people join community groups on social media and let people know that they need a rental home. People looking for shared accommodation might check sites like [flatmates.com.au](https://www.flatmates.com.au), [roommates.com.au](https://www.roommates.com.au) or [flatmatefinders.com.au](https://www.flatmatefinders.com.au) or look out for advertised rooms on social media. Some neighbourhood centres and community centres publish lists of low-cost accommodation available in their local areas, so it may be worth contacting centres in the neighbourhoods you're interested in.



Government support

There are some government schemes that aim to provide housing or financial assistance to people living on low incomes. See the section on financial assistance above. Workers at public or community housing may also be able to print out a list of properties at lower price levels.

Deciding on an area to rent in

If you are still deciding on the area where you would like to rent, you can compare the cost of rental accommodation in different postcodes using our Rent Tracker Postcode Tool:

tenants.org.au/resource/rent-tracker-postcode-tool

Applying to rent

DOCUMENTS YOU'LL NEED TO HAVE READY

In competitive rental markets, the quicker you can get in your application the better. It is a good idea to have your documents ready before you start inspecting rental properties so you can submit your application as soon as possible.

If a landlord or real estate agent is accepting hard-copy applications, have the application printed and filled out with the requested documentation attached and take it with you to the inspection. If they have asked for an electronic application, you could have your application already filled out and ready to submit. This allows you to submit your application quickly if the property is suitable.

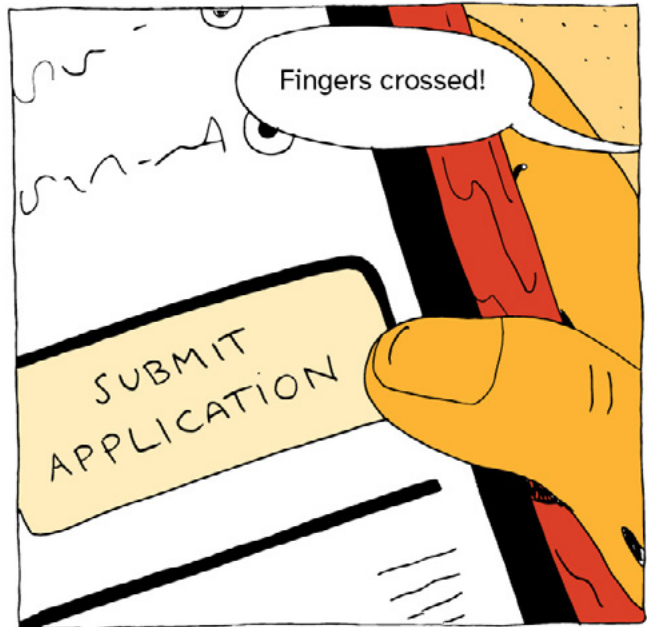
Some online tools allow you to fill in your application details once and apply for multiple properties. Some renters find this can save them time in the application process, however be aware that these services may store your data, give you a score to help the landlord compare applications or ask for a fee in return for an increased score.

NSW Fair Trading has issued this list of best practice guidelines around renting information for real estate agents to follow. Note that these are not binding rules: fairtrading.nsw.gov.au/housing-and-property/renting/personal-information-and-tenancy-applications

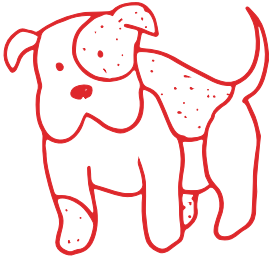


The kinds of documents you will need to have ready include:

- **Proof of identity documents:** This might include a driver's licence, passport, identity photo cards issued by an Australian State or Territory, a utility bill, credit card or a Medicare card.
- **Proof of income documents:** This could be payslips, Centrelink income statement or bank statements (if self-employed).
- **Past rental records:** Details of your previous rental properties, including how much rent you paid and the time period you paid it, typically called a 'rent ledger.' This could include board paid if you contributed to household expenses before moving out of home or rent payments made while living in transitional housing. Rent paid to the head tenant in shared housing should also be included here. If you have limited rental history in NSW but want to show you are able to pay the rent and maintain a tenancy, you may find our sample Rental History Letter helpful: tenants.org.au/sample/rental-history
- **Personal and work references:** It is common for landlords or real estate agents to request references with your application. Through these references you can establish that you are reliable, responsible and considerate, qualities they would likely be looking for in a future tenant. For a sample character reference see: tenants.org.au/sample/character-reference
- **Cover letter introducing yourself:** While not required, it can be helpful to write a letter to the landlord introducing yourself (and anyone else who will be living at the property, like family members), noting what you like about the property and why you would be a good tenant. For a sample cover letter see: tenants.org.au/sample/cover-letter

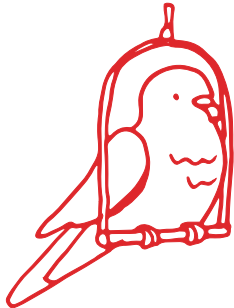


PETS IN RENTAL PROPERTIES



If you have a pet before moving into the property, you should check the terms of the residential tenancy agreement (and the strata-by laws if you live in an apartment building) to make sure there is not a clause restricting pets. 'Pet bonds' are illegal in NSW and should not be requested by a landlord or real estate agent.

If you already have a pet and you are applying for a rental property, think about using a 'pet resume' (or a letter) introducing your pet, talking about its training and personality, vaccinations, and including a cute picture of your pet. To give you an idea of what this might look like, see the next page.

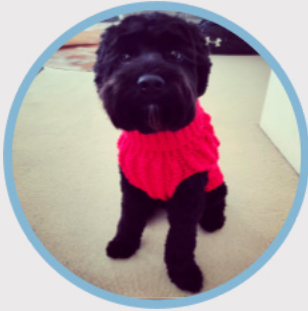


In a pet resume, talk about your pet's training, their personality, their regular flea treatments, vaccinations and registration. You could mention how well your pet interacts with other animals and humans. You might include contact details for someone who knows your pet well or a former landlord who can confirm there have been no issues with your pet.

For a sample letter requesting to keep a pet in an existing rental see:
tenants.org.au/sample/request-pet

To find out more about pets in rental properties, see the Tenants' Union *Guide to Renting with Pets in NSW*:
tenants.org.au/resource/guide-renting-pets-nsw





PROFILE

Happy is well-behaved and listens to instructions. He has a loving nature and loves to play.

Happy weighs 10kgs and is up to date with all of his vaccinations. Happy is toilet-trained.

Happy is taken for a long walk each day, including time running and playing with other dogs off lead.

Happy is gentle with children and friendly with adults and well-socialised with other dogs.

CONTACT

Ms. Doggo-Love
PHONE:
0455 555 555
EMAIL:
happy pets@gmail.com

INTERESTS

Playing fetch
Splashing in puddles
Chasing leaves
Snuggling in bed

HAPPY

GOOD BOY, 3YRS

EDUCATION

**Puppy School, K9 Dog Obedience, Centennial Park
Graduated February 2019**

Happy learnt to walk nicely on a lead and follow basic commands of sit, drop, stay, come and leave it.

Home School

Happy is rewarded for good behaviour so responds quickly to voice commands and enjoys performing tasks. Happy rarely barks.

HEALTH & WELLBEING

Happy was desexed at 7 months.

Happy is fully toilet trained. We only allow him to toilet off the property, so as not to annoy other residents, and we clean up any waste and dispose of it straight away

Happy is bathed and groomed regularly.

In addition to his annual vaccinations, Happy takes a doggy chew every month to prevent fleas, ticks, heartworm and intestinal worms.

He is registered with the Randwick City Council and is microchipped.

REFERENCES

Please see attached letters of recommendation from our next door neighbour and Happy's regular pet sitter.

Our current landlord can be contacted on 0433 333 333 to confirm that there have been no issues with Happy.

We are sure that Happy will be a great fit at this property. We are considerate and responsible pet owners.

If you would like to meet Happy, please let us know and we would love to introduce you.



Inspecting a property

When rental properties are hard to come by, it can be tempting to apply for a property without inspecting it first. This is risky, as problems with the property often won't show up in photographs. It is important to physically inspect the property before providing a holding deposit or signing a lease.

ADVICE ON ATTENDING INSPECTIONS

- Take your time
- Be polite and respectful
- First impressions can make a difference, so dress to impress
- Bring a tape measure to check your bed, fridge, etc. will fit
- Look out for signs of mould or disrepair
- Take notes to remember important details about the property
- Use a checklist to make sure you have considered everything

ASK QUESTIONS

It is okay to ask the real estate agent or landlord showing the property questions during the inspection. If the former tenant is present, it might also be worthwhile to ask them a few questions about their experience living at the property (e.g. are there any issues with repairs, is it a friendly neighbourhood).

INSPECTING THE PROPERTY

It can be hard to remember whether a property has everything you need, especially if you are looking at a lot of places. It's a good idea to think about what you must have in a property, what you would like and things that could be 'deal-breakers' for you before you head along to the inspection. Some people like to write down brief notes about the property during or shortly after the inspection.



THINGS TO THINK ABOUT DURING THE INSPECTION

- If you have a car, is off-street parking included or will you need to park on the street?
- If you plan to use public transport, how long will it take you to get to work or school from this property? Do buses or trains run regularly nearby?
- Are there grocery stores close to you?
- If you have children, is there childcare nearby? What are the schools like in the area?
- If you have specific medical needs, will you be able to get treatment close to your new home?
- What kind of internet connection is available? Can you get reception on your phone in the property?
- If you have (or want) a pet, are there any restrictions on keeping a pet? Check the lease (and the by-laws in strata buildings) to make sure.
- Think about how you will use the space. For example, if you are a shiftworker, will your neighbours be home a lot during the day? If you are a smoker, are you able to smoke on the property? Are laundry facilities available on site?
- Will your bed fit in the bedroom? Will your fridge fit in the kitchen? (You might want to bring a tape measure with you to check during the inspection.)
- Does the property have adequate security safeguards for your needs? Are there locks on the doors and locks/bars on the windows? Is there adequate lighting in communal spaces like the carpark at night?
- Does the property look like it is properly maintained? Neglected repairs and maintenance could be a sign that the landlord is unwilling to carry out needed repairs.



Interviews with potential housemates

If you plan to move into a property with people you haven't lived with before, it is a good idea to make time to talk to them about how the household will be run. This will help you come to agreements about things like washing dishes, noise, having guests stay over, etc. Redfern Legal Centre's Share Housing Survival Guide has sample questions to ask potential housemates under 'moving into an already established share house' at: sharehousing.org

Overcoming barriers to renting in NSW

At times young people or people who are new to Australia face additional barriers when trying to find and secure a rental property. Rental applications usually ask for people's rental history and when your rental history in Australia is limited this can be an issue. If you have limited (local) rental history, here are some things you can try:

- Show proof of regular payments. This could be a car loan payment or a payment for an appliance you've used finance for. This shows consistency and commitment.
- Provide referees (e.g. a mentor, a teacher, a family friend or an older person) who can reassure the landlord that you are responsible and will care for the property. For a sample character reference see: tenants.org.au/sample/character-reference
- If you have limited rental history in NSW but want to show you are able to pay the rent and maintain a tenancy, you may find our sample rental history letter helpful: tenants.org.au/sample/rental-history
- You cannot be forced to pay rent via direct debit but if it is something you are willing to do you can let the landlord or real estate agent know you are happy to pay that way. Paying rent via direct debit means you will set up automatic payments from your bank account into the account nominated by the landlord or agent. If you receive Centrelink payments, you can use Centrepay to automatically pay the rent out of your social security payments.



THINGS THAT ARE NOT ALLOWED

- **You cannot be asked to provide a guarantor.** A guarantor is someone who agrees to take on the obligations of the tenancy, like paying the rent if you can't. Some online articles suggest using a guarantor if you have limited rental history, however using a guarantor is explicitly banned in the *Residential Tenancies Act* in NSW.
- **You cannot provide anything other than the bond as security.** You cannot be asked to pay more than the legally allowable bond as security during your tenancy.
- **Rent bidding.** A real estate agent cannot request or suggest that you make an offer to pay higher rent than the advertised price.
- **People cannot be 'co-tenants' on the lease just to put the landlord's mind at ease.** Sometimes parents or other trusted people put their name on the lease as 'co-tenants' when they don't intend to live at the property. Under this arrangement, the 'co-tenant' is legally responsible for rent as well as damage to the property, so it is a big commitment. It is also not allowed under NSW law. See this sample letter for more information:
<https://www.tenants.org.au/sample/guarantor>

SCENARIO: GUARANTOR, NO THANKS

Ratna, an international student, has no rental history. Even with the support of her family and a steady part-time job she is really stressed out about getting an apartment before Uni starts! At an inspection Ratna spoke to an agent who suggested that to strengthen her chances of getting the apartment she add a family member that lives locally as a guarantor or co-tenant to the application. Ratna talked to her uncle about it and her uncle outlined that asking for a guarantor like this is not allowed under NSW law, even if it is a family member and they agree to be a co-tenant. Ratna and her uncle had a chat about other ways Ratna could strengthen her application.



DISCRIMINATION



Landlords and real estate agents can choose the person they think will be the most suitable tenant, but they are not allowed to discriminate against you on the basis of your sex, gender identity, race, pregnancy, sexual orientation, age, disability, marital or relationship status, carer or parental status or disability. If you suspect you have been discriminated against in the application process or during your time as a tenant, see this factsheet which explains the law in NSW on discrimination in renting:

tenants.org.au/factsheet-17-discrimination

You can also call the NSW Anti-Discrimination Board on 1800 670 812 or the Australian Human Rights Commission on 1300 656 419.

Holding deposits

If your rental application is approved, you may be asked to pay a holding deposit. If you decide to pay the holding deposit the landlord cannot sign an agreement with anyone else to rent the property for 7 days.

If you pay a holding deposit, these rules apply:

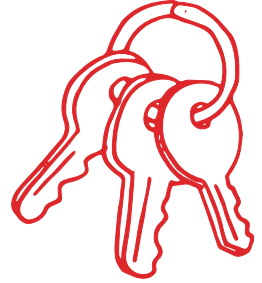
- The holding deposit cannot be more than one week's rent
- The landlord or real estate agent must give you a receipt
- If you sign the tenancy agreement for the property the holding deposit will be paid towards rent
- If you don't sign the agreement, the landlord or agent can keep the deposit under most circumstances
- If the landlord doesn't sign the agreement, the holding deposit must be returned to you

To read more about holding deposits, see the section on 'Holding fees' at tenants.org.au/factsheet-02-starting-a-tenancy



Starting your tenancy

In this section you will find information about starting your tenancy. For more resources and factsheets see: tenants.org.au/resources/starting-a-tenancy



Information you must receive before signing the lease

Before you sign the residential tenancy agreement, the landlord or agent must also provide you with a **tenant information statement**. It sets out important information and has a checklist on pages 5 and 6 that you can go through before signing the lease. It is a long document but it is a really good idea to read it in full, go through the checklist carefully and save it for future reference. You can find a copy of the tenant information statement on the NSW Fair Trading website under 'renting', then 'starting a residential tenancy' and selecting 'tenant information statement' under the 'useful documents and links' list:

fairtrading.nsw.gov.au

Reading your lease

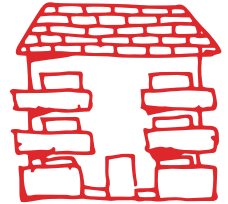
Most leases in NSW are in the form of a standard residential tenancy agreement. You can see what a standard agreement looks like at fairtrading.nsw.gov.au/__data/assets/pdf_file/0019/910180/Standard-Residential-Tenancy-Agreement-2020.pdf

TIPS FOR READING A LEASE AGREEMENT:

- The lease agreement is usually long, but because it is legally binding it is a really good idea to read it.
- Make sure you understand what you are agreeing to and ask questions if you need to.
- Look out for any parts of the agreement that have been crossed out. If a term of the lease is crossed out, the landlord doesn't want it included in the agreement.
- Check things like who will be responsible for paying for water and electricity (see 'connecting utilities' below).



- Double-check the additional terms (starting at term 53 on standard leases or sometimes added at the back on a separate piece of paper), particularly if you have a pet or want to get a pet.
- Some fixed-term leases have a rent increase built into the agreement. Check if this is the case with your lease before signing it. (A 'fixed-term lease' is an agreement for a set period of time – usually 6 or 12 months.)
- If you will be living in a **strata scheme** (most apartment buildings are strata schemes) make sure you have been provided with a copy of the by-laws, as they will be considered part of the agreement. For more information on being a tenant in strata, see: tenants.org.au/factsheet-13-strata-scheme-tenants



SCENARIO: BY-LAW BLUES

When Justin signed the lease to his apartment, he was happy that there was nothing in the lease preventing him from having a pet. Soon after he moved in, Justin visited a rescue shelter and brought home a puppy. Three weeks later, he got a stern-sounding letter from the strata manager. He was in breach! The by-laws of his building required Justin to first seek approval from the strata committee in writing before getting a pet. Justin hadn't realised that the by-laws of the building applied to him.

'CONTRACTING OUT'

The landlord cannot 'contract out' of their legal obligations. The ultimate authority on residential tenancies in NSW is the *Residential Tenancies Act*. Anything in your lease that contradicts the Act or standard form or attempts to limit a landlord's responsibilities under the Act is invalid. If you think this might be the case, talk to a Tenant Advocate at your local Tenants Advice & Advocacy Service. See tenants.org.au/get-advice



Bond

In most cases after you sign a lease, you will be asked to pay a bond. A 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 you will need to pay is capped at the same amount as the first four weeks of rent. For example, if your weekly rent is \$500 your bond will be \$2000 (4 x \$500).

The bond is held by NSW Fair Trading. It is a good idea to lodge the bond directly with Fair Trading using **Rental Bonds Online**:

fairtrading.nsw.gov.au/housing-and-property/renting/rental-bonds-online

If you give the bond to the Agent or Landlord, make sure you get a receipt. Once the landlord/agent has deposited the bond, Fair Trading will send you a deposit notice and a rental bond number. If you don't get a deposit notice in a reasonable amount of time, follow up with Fair Trading to see if your bond was lodged with them. The landlord or agent is required to lodge the bond with Fair Trading. For more about the bond, see: tenants.org.au/resources/bond

Note that most real estate agents and landlords will ask you to pay rent 2 weeks in advance, so you will need to have the equivalent of 6 weeks rent (bond + rent in advance) upfront. You could be able to get help to pay rent in advance and the bond from Rentstart. This is a government loan scheme for people in need. Phone DCJ Housing on 1800 422 322 (see the financial assistance section earlier in this kit).

Agreements in share housing

If you rent part of a house or unit from another tenant, and they have a written tenancy agreement with the owner of the premises, then they are your head-tenant. It is a very good idea to have a separate written agreement with your head-tenant. This ensures you have the protections of a tenant under NSW tenancy law. If you are a head-tenant, having a



separate written agreement means that the rules are clear and any disputes with other tenants can be resolved formally. For a sample Share Housing Agreement, see: tenants.org.au/resource/share-housing-agreement

Utilities – electricity, water, gas, internet

‘Utilities’ is a general term and includes water, electricity, gas, telephone (landlines) and internet. You are only responsible for utilities if they are **‘separately metered’** (more on this in the ‘Energy’ section below). So if you live in a granny flat and share the power box with the main house, splitting the utilities bill is not allowed. Similarly, if you live in a subdivision without a separate metre, the landlord cannot divide up utilities among people living in multiple dwellings.

For more information about utilities and tenancy, see:

tenants.org.au/resources/utilities-electricity-water-gas

For more about utilities in share housing see:

sharehousing.org/day-to-day-living-arrangements

SCENARIO: BILL BLOWOUT

Astrid moved into a granny flat and after a few months the landlord emailed her the amount she owed for electricity. Astrid had lived alone for many years and was shocked at how much the bill was, she had never had an electricity bill that massive! Astrid asked the landlord ‘why’ and he said that Astrid and the tenants of the main house are paying half of the bill each. Astrid knew that under NSW law she was only responsible to pay her electricity usage if the granny flat uses a separate meter. She pointed this out to the landlord in a letter and kept a copy for her records.

CONNECTING UTILITIES

The landlord is responsible for the **original installation** of some utilities and a residential tenancy has to have electricity or gas supplied. Usually, when you move in there will be a fee from the utility provider for connection.



If you're moving into a house, duplex or older apartment you will usually need to find companies to provide your utilities. You will probably need to sign a contract for the utilities with the supplier. It might take some time for utilities to be reconnected, so try to arrange the utilities you need in advance, so they will be connected when you move in.

EMBEDDED NETWORKS

If you're moving into a larger apartment building, you should check if your contract requires you to use a nominated utilities provider. This means you cannot shop around for utilities providers, but have to use the provider the building has an agreement with. This is called an 'embedded network.' You can ask at the inspection if there is an embedded network or check page 3 of the standard residential tenancy agreement under the heading 'Utilities'. There will be a question, 'is electricity supplied to the premises from an embedded network?' You can learn more about embedded networks at tenants.org.au/tag/embedded-networks

ENERGY (ELECTRICITY, OIL AND/OR GAS)



Renters are usually required to pay for the energy they use if the property they rent is '**separately metered.**' 'Separately metered' means you have an electricity and/or gas meter that is used only by your property. If your meter measures the usage of other properties (as well as your own), the landlord must pay all the charges.

Your usage fees will vary depending on things like the size of your household, the kind of electrical appliances you use, if you use air conditioning or heating and the size of your rental home. Homes with solar systems, energy efficient lighting and insulation will be cheaper to run. For tips on how to reduce your energy bills, see:

energy.gov.au/households/household-guides/life-stages-advice/renters



The Australian government has an energy price comparison tool you can use to compare the cost of electricity providers. The tool asks



questions about the size of your household and your rental property to give you an idea of how much energy you will need. You can access the tool here: energymadeeasy.gov.au

PHONE AND INTERNET

Renters are responsible for arranging telephone, television and internet connections to the property if required. Existing sockets are facilities provided with the rental property and must be maintained in working condition by the landlord.

Some renters, particularly renters in shared accommodation, choose to use their mobile phone for telephone and internet (hotspotting) rather than splitting these costs with the other people they live with.

As with most services, it is worth shopping around for the best deal for you. Some people use comparative websites to compare service providers, however it is worth noting that comparative sites might include a limited range of providers. It is also helpful to read reviews of providers to see if their service will meet your needs.

UTILITIES IN SHARE HOUSING

How you pay for your use of utilities in shared housing is different because the utilities bill is most likely in one person's name. If there is a set weekly/monthly amount that you are going to be paying for utilities (or if you will need to pay a percentage of the bill), make sure you have a written agreement about the amount you are responsible for. This can avoid problems or disagreements with the people you live with.

SHOULD I PAY FOR UTILITIES IF I AM A SUB-TENANT?

If you have a written agreement to rent from a head tenant (rather than directly from a landlord) you are a sub-tenant. As a sub-tenant you cannot be required to pay for electricity, water, etc that is not separately metered. However in real life, this is rarely how share houses are set up. In most share houses, bills like electricity, gas and water are shared between the members of the household.



WATER



Water is different to other utilities as it is always connected. Tenants only have to pay for water if their rental property is separately metered and meets other legal requirements, including water efficiency measures, set out under 'Who pays for water?' in our factsheet here: tenants.org.au/factsheet-23-utilities

Completing a condition report

Completing a condition report thoroughly and on time is very important. If the property is damaged when you start your tenancy, it needs to be noted on the condition report or you could be held responsible for the damage at the end of the tenancy and may lose part of your bond.

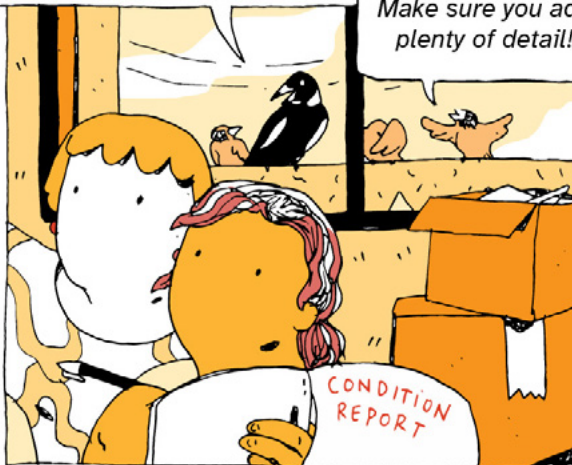
Do not assume that the real estate agent or landlord have noted all of the damage on their part of the condition report.

Be as thorough as possible. Make sure to note down anything that is unclean, damaged or needs to be repaired, like:

- Stains on carpet
- Scratches on floors
- Broken blinds
- Lights or powerpoints that do not work
- Marks on the walls
- Mould
- State of cleanliness (e.g. if the oven was left dirty)
- If the appliances included in the lease (e.g. dishwashing machines) are at the property and in working order.

Once you move in, fill in the condition report and return a copy to the landlord or agent within seven days.

Make sure you add plenty of detail!



It is best to take photographs of anything damaged, broken or unclean, as this will help later if there is a dispute over bond. Attach the photographs to the condition report when you send it to the landlord or agent.

You must complete your condition report and return one copy to the landlord or agent within 7 days of moving in. If the landlord or agent does not give you

a condition report, write a detailed report on the condition of the premises yourself and have a witness sign and date it. Keep your copy in a safe place, as it could become important in a bond dispute.



SCENARIO: CONDITION REPORTS MATTER

When Raju and his family inspected a property the tenants were packing and there were boxes everywhere. Looking at Raju's concerned face the agent said, "Don't worry, it will be cleaned by the time you move in." But it was far from Raju's idea of clean when they moved in; the blinds were dusty, the oven was dirty and there was grime in the shower. Raju remembered something he had read online about the importance of recording the condition of the property at the beginning of the tenancy in the condition report because at the end of the tenancy he is responsible to return the property in the condition it was when he moved in. Raju set out to detail the state of the property in the condition report and made sure to take lots of photos.



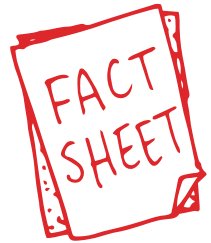
Dealing with problems during a tenancy

In this section you will find key information about common problems that come up during a tenancy, such as getting repairs done and resolving issues with the landlord or people you live with.

If you need further help with any aspect of your tenancy, start with the factsheets, podcasts and articles on the Tenants' Union website: tenants.org.au

On the website you will find sections on repairs, rent, utilities, security, privacy, negotiation, and much more. In most cases you will find the answer to your question.

For further advice, speak to a Tenant Advocate at your local **Tenants Advice & Advocacy Service** (TAAS). To find their phone number and online contact details, enter your postcode under 'Get advice'. Depending on the urgency of the situation, it could take a week or so for the service to get back to you: tenants.org.au/get-advice



PODCAST



In episode 2 of *Renting Matters*, 'Cracks emerge' we talk about problems that can arise during a tenancy, including issues about privacy; access to the property by the landlord or agent, repairs, security and utilities. Have a listen at:

tenants.org.au/resource/renting-matters#ep2



Basic tenancy rights and responsibilities

During your tenancy, you have the right to:

- exclusive use and quiet enjoyment of the premises
- reasonable safety and security
- necessary repairs carried out in a reasonable time
- be given notice when the landlord wants to visit – you should get 2 days notice for access to do repairs, unless they are urgent repairs, and 7 days written notice before an inspection
- rent increases only according to the agreement or proper notice. You can challenge some rent increases but you must apply to the NSW Civil and Administrative Tribunal (NCAT) within 30 days of receiving the notice.
- be given rent receipts if you pay in person or by cheque

During your tenancy, you have the responsibility to:

- pay rent on time
- care for the premises
- report the need for any repairs or maintenance
- pay utility bills
- not alter or make additions without the landlord's written permission
- not change any locks without the landlord's written permission
- not interfere with the peace, comfort or privacy of neighbours
- not use the premises for illegal purposes
- ask the landlord's written permission before you make any changes to tenancy arrangements, for example sub-letting or transferring your tenancy to another person



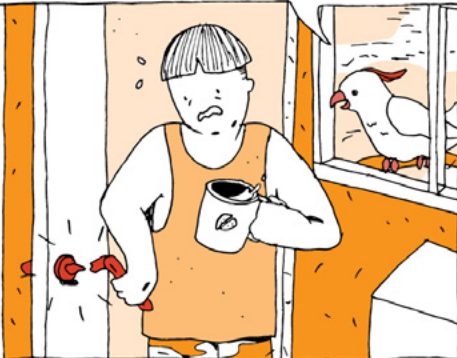
How to get repairs done

After filling out the condition report and thoroughly inspecting the property, you will probably see some parts of the place that need to be repaired or replaced. This is a good time to request repairs.

Make repair requests in writing. You might need to call the agency or your landlord first to ask them which email address you should send your written request to. **In any conversation with a real estate agent via phone or face-to-face, follow up with an email** to them stating: who you spoke to; the date you spoke to them; what was said; and what was agreed to.



As a tenant you're responsible for things like keeping the place "reasonably" clean and telling the landlord about needed repairs as soon as you can.



Try to be calm and factual in your request for repairs. It is a good idea to attach photographs to your request showing what needs to be repaired. If a landlord ignores your request for repairs, get more information at tenants.org.au/resources/repairs or seek advice from your local Tenants Advice & Advocacy Service: tenants.org.au/get-advice

EXAMPLE: REQUEST FOR REPAIRS

Dear [property manager],

RE: Repair needed –
[address of property]

I am the tenant at [address of property]. On [date] at [time] I spoke with [name of person you spoke with] of [agency name]. We discussed the leaking bathroom tap in the en-suite at the property. A leaking tap can lead to a large water bill and can at times lead to water damage, so I wanted to raise this issue with you as soon as possible. [Name of person you spoke with] agreed to raise the issue with the landlord and get back to me within [time-frame you agreed to]. I am attaching photographs of the leaking tap for the landlord's reference.

Kind regards,

[Your name]

[Your phone number]





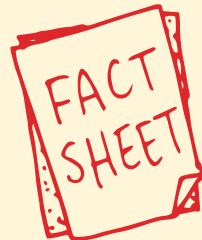
Dear Landlord,
The following repairs
are needed



NEGOTIATING WITH THE LANDLORD

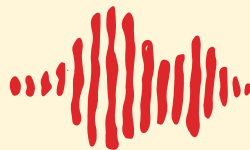
It can be challenging to negotiate with a landlord or agent. Tenants are generally negotiating from a less powerful position. For tips on how to negotiate with a landlord or real estate agent, check out our factsheet at:

tenants.org.au/resource/negotiation-tips



Or listen to our podcast on *Negotiation for Renters*:

tenants.org.au/resource/renting-matters#rb1



Resolving issues with the landlord or agent

In the best case scenario, tenants and landlords work together to resolve issues respectfully. At times you may have to deal with a difficult agent or landlord. This can be hard to navigate, especially because of the power imbalance in the relationship. Dealing with difficult people is never easy, but here are some things to think about:

- Getting angry or raising your voice rarely helps the situation. Try to keep your tone of voice calm, assertive and courteous, even if the other person is not acting in a professional or respectful way.
- You may find it easier to communicate with a difficult person in writing, as this can sometimes create some distance between you and the person and allow you time to think about your response or talk to someone for advice. It also helps you keep a record of what is said.
- It can help to draft an email, then go for a walk or wait until the next day before sending it, particularly if the contact has left you feeling unsettled, anxious or angry.
- If you don't know how to respond, let them know you will think about it or get some advice. For example, it is perfectly fine to respond to a verbal request with something like, "I'll need to get back to you on that" before doing research on your issue at tenants.org.au
- Abusive or intimidating language and behaviour is never acceptable. When you rent a property, you are paying a significant amount of money for the provision of a service and you have a right to be treated respectfully. Speak to a Tenant Advocate at your local Tenants Advice & Advocacy Service about what you can do if you are faced with this situation: tenants.org.au/get-advice
- Knowing your tenancy rights can help you to be clear on what is expected of you as a tenant as well as what the landlord is responsible for. This allows you to know if a request from a landlord is allowable or if they are overstepping their legal entitlements.



The NSW Civil & Administrative Tribunal (NCAT)

The NSW Civil and Administrative Tribunal (NCAT) is an independent body which deals with certain kinds of disputes between landlords and tenants. It is not a formal court, but its decisions are legally binding. Tenants usually represent themselves at the Tribunal. The Tribunal will expect to see **evidence** to support your argument (such as photos, written details, copies of emails etc). When you first go to the Tribunal you will be encouraged to try and negotiate an agreement with the landlord or agent, and there may be a conciliator there to assist. If you get a notice about a Tribunal hearing,



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 first: tenants.org.au/get-advice Also check out our factsheet at: tenants.org.au/factsheet-11-nsw-civil-and-administrative-tribunal

People you live with

A new housemate/partner/family member moves in

If someone new moves in to the property or if an exiting co-tenant wants to transfer their part of the tenancy to another person you should let the agent or landlord know and complete the necessary documents. In most cases you will need to change:

1. The tenants listed in the lease agreement, and
2. Who is registered with NSW Fair Trading for the bond.

To update the names of tenants on the lease, see our sample document: tenants.org.au/sample/transfer-of-co-tenancy-agreement



You can change the names of the tenants registered for the bond using this form on the NSW Fair Trading website: fairtrading.nsw.gov.au/_data/assets/pdf_file/0005/367736/Change-of-Shared-Tenancy-form.pdf

Resolving issues with another member of the household

For advice of day-to-day living arrangements if you are sharing with other people (family or flatmates), see Redfern Legal Centre's Share Housing Survival Guide at: sharehousing.org/day-to-day-living-arrangements



The Share Housing Survival Guide also has practical information to help you deal with non-violent conflict with other members of your household: sharehousing.org/how-to-deal-with-non-violent-conflict

Domestic Violence and tenancy

WHAT IS DOMESTIC VIOLENCE?

Domestic violence can occur between intimate partners (including same-sex partners), parents and children, other members of the household or flatmates. Domestic violence includes a range of behaviours. It is not limited to physical acts of violence, and can include one or more of the following:

- Harassment
- Emotional and psychological abuse
- Stalking
- Intimidation
- Financial abuse
- Social and geographical isolation
- Sexual assault
- Physical assault
- Reproductive coercion
- Forced marriage
- Cruelty or threats to harm pets
- Property damage



If you need advice on your legal rights and or help to obtain access to justice, you can call the **Domestic Violence Legal Advice Line** on: (02) 8745 6999 or 1800 810 784.



Tenancy law has protections for tenants who are living with, or escaping, domestic violence. As situations can vary dramatically, it is important to speak about your options with a Tenant Advocate at your local Tenants Advice & Advocacy Service, or with police.

To learn more about what you can do if domestic violence is occurring in your tenancy, see the resources on the Tenants' Union website at: tenants.org.au/resources/domestic-violence

Also see the section on domestic violence in Redfern Legal Centre's Share House Survival Guide: sharehousing.org/domestic-violence



Call the police immediately on 000 if you are afraid for your safety. You can also visit your nearest police station and ask to speak to the Domestic Violence Liaison Officer for help. Find your nearest police station by searching at police.nsw.gov.au



The end of a tenancy

If you want to end the tenancy



If you want to end your tenancy, different rules apply depending on whether you have a **fixed-term** tenancy (a lease that is for a set period of time, usually 6 or 12 months) or a **periodic** tenancy (a lease that doesn't have a set end date).

If you want to end your tenancy, see our resources at:

tenants.org.au/resources/you-want-to-leave

If you want to end your **fixed-term tenancy early**, see our factsheet at:

tenants.org.au/factsheet-16-ending-tenancy-early

PODCASTS



In *Renting Bytes* episode 4, 'Getting your bond back', we talk about cleaning, tips for getting your bond back, and what you can do if the landlord makes a claim against your bond. Check it out at:

tenants.org.au/resource/renting-matters#rb4



In *Renting Matters* podcast episode 3, 'Get me outta here', we discuss what you can do if you need to leave a tenancy. We also cover what you can do if you need to leave due to domestic violence. Listen at:

tenants.org.au/resource/renting-matters#ep3





You may be liable for damage you cause through intentional, irresponsible or negligent actions, but you're not responsible for "fair wear and tear"-



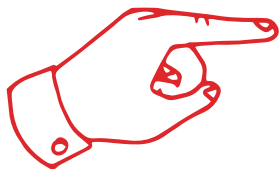
Remember to take photos when you've cleared the place and moved out.



What to do if you get a termination notice (eviction)

If the landlord has asks you to leave, start with the factsheet 'Landlord ends agreement' and other resources at tenants.org.au/resources/eviction

The factsheet sets out the steps that need to be followed to legally terminate your tenancy, including what a written termination notice must include, how much notice you must be given, and the process at the NSW Civil and Administrative Tribunal (NCAT).



Receiving a termination notice can be very stressful, especially if this is the first time you have been through this situation. Get advice early from a Tenant Advocate at your local Tenants Advice & Advocacy Service if you need help to understand your rights: tenants.org.au/get-advice

If the landlord wants to sell the property

If the landlord is selling the property it can be an anxious time. You might be wondering if you will have to move, and how much access you need to give the real estate agent to show the property to prospective buyers. The factsheet 'Sale of rented premises' can help you understand your rights when your landlord wants to sell your rental home: tenants.org.au/factsheet-28-sale-of-rented-premises



Legal responsibilities when share housing



If you are moving out of a shared house, your situation will be a little different depending on:

- If everyone in the household is moving out; or
- If you are the only person moving out.

Your status on the lease (i.e. whether you are a head tenant, co-tenant or sub-tenant) will also affect what you are required to do legally at the end of your lease.

See tenants.org.au/factsheet-15-share-housing for information on claiming back your bond, under the heading 'Bond money'. The sections 'if you want to leave' or 'if other occupants want you to leave' may also be useful. See sharehousing.org for information on common end-of-lease scenarios in shared housing.

Getting your bond back



The bond is your money that is held in trust by NSW Fair Trading until the end of the tenancy. If the landlord wants to claim your bond money they need to prove why and what the bond money is needed for with evidence such as quotes, invoices. The sorts of claims made by landlords against tenants' bonds commonly include rent arrears, break-lease fees, cleaning fees, and property rectification. For more information about bond, and how to get it back at the end of the tenancy, see the resources at tenants.org.au/resources/bond and *Renting Bytes* podcast episode 4 – 'Bond' – at tenants.org.au/resource/renting-matters#rb4



You can claim your bond yourself

A lot of people mistakenly believe that agents and landlords decide how much of your bond you get back. The agent or landlord does not decide how the bond is paid out. Landlords just tend to put in the claim for the bond first, and tenants don't realise they can contest the landlord's claim. In truth, either the landlord or the tenant can put in a claim for the bond as soon as the tenancy has ended. If you want to claim your bond, you don't need your landlord's agreement or signature.

You can lodge your bond claim by yourself via **Rental Bonds Online**: fairtrading.nsw.gov.au/housing-and-property/renting/rental-bonds-online
If you didn't lodge your bond online, you can use a 'Claim for Refund of Bond Money' form from NSW Fair Trading at: fairtrading.nsw.gov.au/_data/assets/pdf_file/0009/367749/Claim-for-Bond-Refund-form.pdf

SCENARIO: READY, STEADY, BOND

Jimmy was about to vacate his tenancy, he considered himself to be a great tenant, he had always paid rent on time and had kept the property really clean. Jimmy was worried about the bond, the agent was really slow to respond to emails during the tenancy and Jimmy thought they would try to take his bond without reason. He had a chat with his mate who told him that the agent doesn't decide how the bond is paid out and that Jimmy can make a claim for his bond with NSW Fair Trading by himself as soon as he hands the keys back, he does not need the signature of the agent. His mate said that if the agent wants to dispute the bond being paid out to Jimmy the agent will have to prove what it is for. Relieved, Jimmy had his online bond claim ready to go as soon as he vacated.

End of lease cleaning

As a general rule, when you move out you should leave the property as clean as it was when you moved in. If there is a dispute about cleaning,



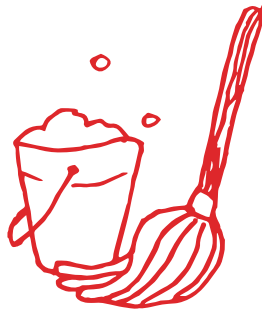
the condition report, along with any photographs taken at the start and end of the lease, will be a key piece of evidence. If your condition report was filled in thoroughly at the start of the lease, it will record what was clean (and what was dirty) when you moved in.

If the condition report does not record that something was not clean when you moved in, you will need to give it back in a 'reasonably clean' condition.

WHAT DOES 'REASONABLY CLEAN' MEAN?

'Reasonably clean' means what a reasonable person would consider clean. It does not mean 'pristine', 'immaculate' or 'spotless.' The real estate agent does not determine whether a property is 'reasonably clean', only the NSW Civil and Administrative Tribunal (NCAT) can make that decision. It is not necessary to pay for a professional cleaner at the end of the lease. In general, a professional clean will be far beyond the standard of a 'reasonable clean' so you should not feel that you have to pay for a professional end-of-lease cleaner if you would rather do it yourself. If you do decide to pay a professional cleaner, keep the receipt. There are some exceptions to this. For example, if you have pets, you may need to have the carpets professionally cleaned if the carpet is dirty. (see Term 55 of the *Standard Residential Tenancy Agreement*, at:

fairtrading.nsw.gov.au/__data/assets/pdf_file/0019/910180/Standard-Residential-Tenancy-Agreement-2020.pdf



SCENARIO: INHERITING A DIRTY OVEN

When Kit moved into their apartment the oven was dirty. Kit remembers taking hours to scrub it clean. However, Kit forgot to write on the condition report that the oven was dirty. Unfortunately, this means Kit will need to give the apartment back with a 'reasonably clean' oven if they want to avoid cleaning costs potentially being taken out of their bond.

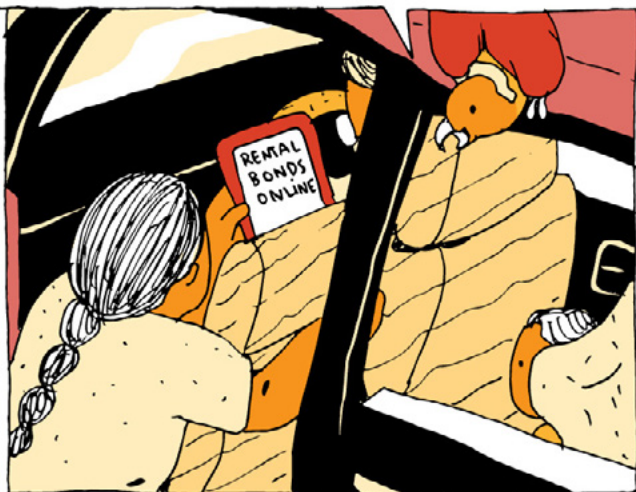


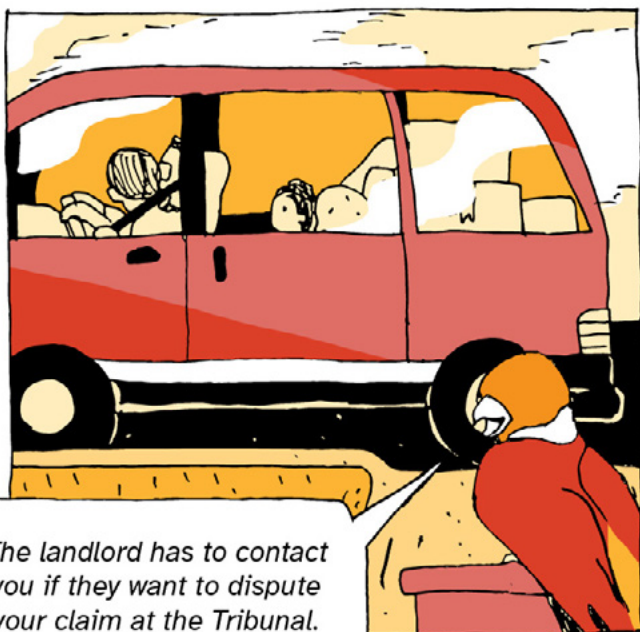
Then as soon as you've returned your keys, you can make a claim to get your bond back!



Fill in a 'Claim for Refund of Bond Money' form from Fair Trading, or use Rental Bonds Online.

Even if the landlord or agent disagrees about the amount of bond you're getting back, you can still make a claim. You don't need their signature.





The landlord has to contact you if they want to dispute your claim at the Tribunal.



When there is a bond dispute

If the landlord makes a claim for all or part of the bond, a good place to start is to ask for a statement itemising all of the landlord's claims and requesting quotes and receipts supporting those claims. For this request you can use our sample letter: tenants.org.au/sample/bond-dispute



For more about the process of a bond dispute, see 'Claim by landlord/agent' in our *Bond* factsheet at: tenants.org.au/factsheet-03-bond

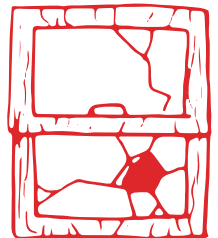
If you need to go to the **NSW Civil and Administrative Tribunal (NCAT)** over a bond dispute, it is a good idea to get advice from your local Tenants Advice and Advocacy Service first: tenants.org.au/get-advice

For more resources on bond claims and the Tribunal check out:

- *Tribunal resources*: tenants.org.au/resources/tribunal-ncat
- *Tribunal podcast*: tenants.org.au/resource/renting-matters#rb2
- *Negotiation tips*: tenants.org.au/resource/negotiation-tips
- *Bond podcast*: tenants.org.au/resource/renting-matters#rb4
- *Bond claims* factsheet by the Eastern Area Tenants Service (EATS): eats.org.au/sites/default/files/Factsheets/General%20pointers%20for%20defending%20bond%20claims.pdf

Damage or 'fair wear and tear'?

When you move out you are responsible for damage you cause, but you are not responsible for 'fair wear and tear' to the property. So what's the difference between damage and fair wear and tear?



Fair Trading defines fair wear and tear as 'deterioration that occurs over time with the use of premises even when the premises receives reasonable care and maintenance.' Fair Trading give some examples of what could be considered fair wear and tear and what could be damage:



| Fair wear and tear | Damage |
|---|--|
| Faded curtains or frayed cords | Missing or torn curtains |
| Furniture indentations or traffic marks on the carpet | Stains or burns on the carpets |
| Scuffed up wooden floors | Badly scratched or gouged wooden floors |
| Faded, chipped or cracked paint | Unapproved, poorly done paint job |
| Worn kitchen benchtop | Burns or cuts in benchtop |
| Loose hinges or handles on doors or windows and worn sliding tracks | Broken window glass |
| Water stains on carpet due to leaking roof or bad plumbing | Water stains on carpet due to overflowing bath or indoor pot plants |
| Paint worn off wall near light switch | Damage to paint caused by removing posters stuck with blu-tac or sticky tape |

See more at NSW Fair Trading's website at fairtrading.nsw.gov.au/housing-and-property/renting/ending-a-tenancy#Movingout





Renting can be tricky to navigate, especially if you are new to renting in New South Wales or haven't rented for a while.

The Tenants' Union of NSW has made this kit to help renters put the pieces together, avoid common pitfalls, and resolve issues that may arise over the course of a tenancy. This kit combines legal resources with practical tips to help you get on your feet.

Further help

You can find lots of useful resources like factsheets, sample letters, podcasts, and more on the Tenants' Union website: tenants.org.au

For free and professional tenancy advice, speak to a Tenant Advocate at your local Tenants Advice & Advocacy Service (TAAS). Find your service using the postcode search at tenants.org.au/get-advice or below...

TENANTS ADVICE AND ADVOCACY SERVICES IN NEW SOUTH WALES:

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