

A short summary of tenants' legal rights in NSW.  
Get more information at [tenants.org.au](http://tenants.org.au)



# RENTERS HAVE RIGHTS!



**TENANTS' UNION**  
OF NEW SOUTH WALES

We acknowledge that we live and work on Aboriginal and Torres Strait Islander countries. Always was, always will be.

# SOLVING PROBLEMS

If problems arise while renting, start by finding out more about your rights at [tenants.org.au](http://tenants.org.au). If you need **advice**, call your local Tenants Advice and Advocacy Service (phone numbers are on the back of this booklet).



It's a good idea to try negotiating with the landlord/agent – see **Tips: Negotiating with the landlord**. Tell them **in writing** about any problems and tell them what you want. Remember that the agent works for the landlord. Keep a written record of what happens between you and the landlord/agent.

If you and the landlord cannot reach an agreement, you can apply to the **NSW Civil and Administrative Tribunal** (NCAT) or contact the **NSW Fair Trading complaints service**.

**Evidence** is very important: take photos and gather any relevant documents, such as the condition report, your tenancy agreement, correspondence with the landlord/agent, receipts, and similar records.

The Tribunal is an independent legal body which deals with certain kinds of disputes between landlords and tenants. It is not a formal court, but its decisions are legally binding. Renters usually represent themselves. It is meant to be accessible and fair. If you receive notice of a Tribunal hearing **you should always attend**, even if the landlord says you don't need to go. You should also **keep paying your rent** – if you stop paying you can be asked to leave, even if the landlord has done something wrong. If the landlord/agent wants you to leave they must follow the correct legal process – they cannot evict you without a Tribunal or court order.

The NSW Fair Trading complaint service is intended as an alternative to the Tribunal, but does not mean you can't make a Tribunal application.

# STARTING A TENANCY

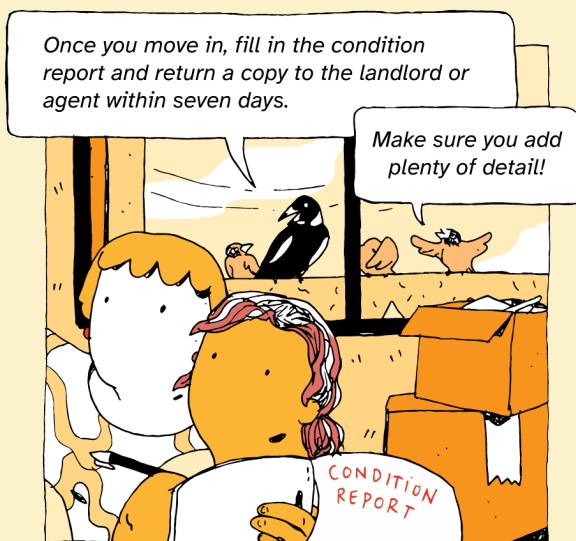
**Finding a rental home** can be challenging. Some renters may be able to access **financial assistance from the government**. When you apply, you need to provide proof of identity, proof of income, and other info. A **cover letter** may be helpful – examples and tips in our **New Renters Kit**.

Your **residential tenancy agreement** (or 'lease') is a legally binding contract between you and the landlord. It sets out the responsibilities of the tenant and the landlord. There is a **standard agreement** that most landlords use. It is a good idea to take the time to read and understand it.

At the start of the tenancy, the landlord must give you certain **facts** and a **condition report** about the property. It is important to inspect the property, fill in the condition report with your own comments, and return it to the landlord within 7 days. Keep a copy and **take photos**.

You must pay rent **in advance**. However you do not have to pay more than **2 weeks** in advance. Tenants also pay a **bond**, which the landlord/agent must deposit with NSW Fair Trading. The bond cannot be more than **4 weeks rent**. See **Factsheet 02: Starting a tenancy**.

The landlord is usually responsible for the original installation of **utilities** such as water, gas, telephone and internet. The tenant usually pays for the **usage** of the utilities – as long as they are **separately metered**. See **Factsheet 23: Utilities**.

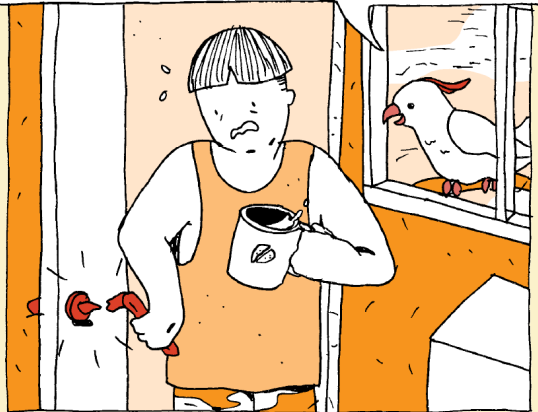


# DURING YOUR TENANCY

Tenant responsibilities:

- to pay the **rent** on time
- to keep the property **'reasonably' clean**
- to **tell the landlord** of any damage/disrepair as soon as possible
- to leave the property as near as possible to how it was at the start of the tenancy – **except for 'fair wear and tear'**
- **not to damage** the property – you're responsible for damage by any person or pet you have allowed into the property
- not to do any **renovations or alterations**, or change locks, without the landlord's written consent
- not to interfere with the **peace, comfort or privacy of neighbours**, or use the premises for **illegal purposes**
- to ask the landlord's written permission before making changes to the tenancy such as **sub-letting or transferring the tenancy** to another person.

*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.*



*But it's your landlord's responsibility to keep the place in "reasonable" repair.*



Landlord responsibilities:

- to provide the property in a **'reasonably' clean** state and **fit for habitation**
- to provide and maintain the property in **'reasonable' repair**, even if they told you about any disrepair before you moved in
- **not to enter the property** unless they have your consent, or a valid reason, and give proper notice.

You have the right to reasonable **peace, comfort, privacy & safety**. The landlord/agent is allowed to carry out a **routine inspection** of the premises up to 4 times in any 12-month period. They must

give you **7 days written notice** each time. They can also enter for certain other specified purposes. See [Factsheet 08: Privacy & access](#).

The landlord/agent can only **increase the rent** if they give correct notice and follow the legal process. They must give you **at least 60 days written notice** of a rent increase. There is also a **12 month cap** on rent increases for most agreements. If you think a rent increase is **excessive**, you can try to negotiate with the landlord/agent or apply to the NSW Civil and Administrative Tribunal (NCAT). See [Factsheet 04: Rent increases](#).



Tell the landlord/agent about any repairs that are needed, preferably in writing. There are different rules for **urgent and non-urgent repairs**. Issues that existed at the property before the start of your tenancy, repairs that arise during the tenancy, and issues caused by structural problems, are usually the landlord's responsibility. See [Factsheet 06: Repairs and maintenance](#).

# END OF A TENANCY

If the landlord wants you to leave, they must give you a valid **termination notice** or apply to the NSW Civil and Administrative Tribunal (NCAT). The notice must be in writing, state the day by which they want you to leave, and (when the law changes in 2025) state a **valid reason** for ending the tenancy. If the landlord does not follow the correct legal process, you can challenge an eviction. See [Factsheet 10: Landlord ends agreement](#).

**If you want to leave**, give the correct notice to the landlord/agent. The notice period depends on what type of agreement you have, and your reason for leaving (if any). See [Factsheet 09: You want to leave](#). There are special rules in situations of domestic violence – see [Factsheet 12: Domestic violence and renting](#).

**The bond is your money**, and at the end of the tenancy it should all be returned to you, unless

the landlord has a legitimate claim (for example if you caused damage or owe rent). After you move out and return the keys, claim your bond by filling in a [Claim for Refund of Bond Money](#) form from NSW Fair Trading, or use [Rental Bonds Online](#) if you used it at the start of the tenancy. If you agree with the landlord/agent about the amount of bond to be returned, you can both sign the form and return it to NSW Fair Trading.

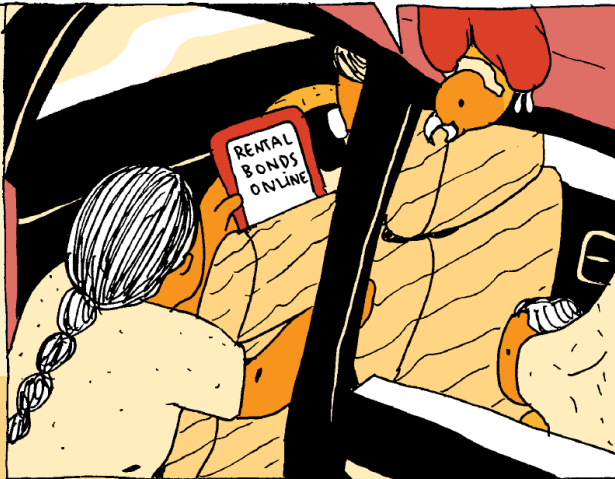
**If you disagree** with the landlord/agent about the amount to be returned, you can still make a claim straight away – you do not need to wait for them to agree or sign anything. If they dispute your claim, they must apply to the Tribunal and you will be notified. The landlord may only claim **reasonable costs** – such as money you owe or for repairing damage you caused – not for ‘fair wear and tear.’ See [Factsheet 03: Bond](#).

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



That's deterioration from exposure, time or normal use.

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.





**This short summary of renters' legal rights** 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 NSW, Australia.

Published in March 2025 by the **Tenants' Union of NSW**. Tenancy laws **are changing** in 2025. The changes may affect the accuracy of this resource. Find the latest version online at [tenants.org.au/resource/renters-have-rights](https://tenants.org.au/resource/renters-have-rights)

Illustrations by renter artist **Meg O'Shea**, commissioned by the Tenants' Union.

**RENTERS HAVE RIGHTS!**

租客擁有權利

租戶享有權利

حقوق المستأجرين

세입자의 권리

Người thuê nhà có quyền hạn

Los arrendatarios tienen derechos

مستأجران دارای حق و حقوق هستند

ผู้เช่ามีสิทธิเสียง

賃借人には権利があります

More info, factsheets and sample letters at [tenants.org.au](https://tenants.org.au)



**TENANTS' UNION**  
OF NEW SOUTH WALES



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](https://tenants.org.au)

**NSW FAIR TRADING:** 13 32 20