

Tenancy law has changed in NSW

After many years of campaigning, NSW renters won some significant improvements to tenancy law over 2024-2026.

Most significantly:

- 'no grounds' evictions are now unlawful,
- it is a little easier to have pets in your home,
- rental payment rules are improved,
- rent increases are capped at once per year for most agreements, and
- fees for background checks are banned.

The Tenants' Union has updated most of our key factsheets (linked in sections below) to bring them into line with the new laws.

We will continue to update our resources as we share what we know about the changes and how they affect renters.

Who do the new laws apply to?

The new laws on evictions, rent increases, pets, and ways to pay rent, apply to **all tenants who have a tenancy agreement under the Residential Tenancies Act 2010 (NSW)** – including both fixed-term and periodic (ongoing) tenancies.

There are different laws for other living arrangements such as student accommodation, renters without a tenancy agreement, and people living in a boarding house – for more information see [Factsheet: Share housing](#) and [Factsheet: Boarders and lodgers](#).

If you have a tenancy agreement and you live in a **Residential Land Lease Community**, you are considered a renter for the purposes of the *Residential Tenancies Act 2010 (NSW)*, and these reforms apply to you. For more information see our [factsheets for tenants in land lease communities](#). Other laws for people living in Residential Land Lease Communities are also changing – for more information see the [Noticeboard for land lease communities](#).

If you are unsure about whether the new laws apply to your situation, it is a good idea to get advice from your local Tenants Advice and Advocacy Service (phone numbers on the last page).

Eviction

New eviction rules came into effect on 19 May 2025. 'No grounds' evictions are now unlawful. The landlord must have a **valid legal reason with evidence**, to evict you. This applies

to **all** residential tenancy agreements – both fixed-term and periodic (ongoing) agreements. The changes are summarised below, but for more information, see our fully updated [Factsheet: Eviction – landlord ends tenancy](#).

What were 'no grounds' evictions?

Before 19 May 2025, NSW landlords could end a tenancy for any reason or no reason at all, as long as they provide the required notice period. This was commonly known as a 'no grounds' eviction. See [Blog: Time to end the trauma of no grounds evictions](#).

What are 'reasonable grounds' for eviction?

The new legally valid reasons for eviction include:

- Significant renovations/repairs or demolition of the property, that mean you need to move out of the property
- A change in the use of the property, in situations where the property will no longer be used as a rental (e.g. it will be used for a business or a short-term holiday rental)
- The owner or a 'relevant person' from their family will move into the property
- The landlord will sell the property
- Eligibility:
 - The renter is living in affordable or transitional housing and is not eligible for that housing program any more or the program has ended
 - The renter is living in purpose-built student housing and is not enrolled as a student anymore
 - The premises are part of NSW government key worker housing scheme and are needed to house a priority key worker

These reasons existed previously, and are still valid:

- Breach by the tenant (such as non-payment of rent)
- Sale of premises requiring vacant possession
- The agreement is an employee or caretaker agreement, and the employment or caretaker arrangement has ended
- Other extraordinary grounds, including hardship to the landlord, death of tenant, 'uninhabitability', and others.

For more information see 'What reasons can the landlord use to end my tenancy?' in our updated [Factsheet: Eviction – landlord ends tenancy](#).

Have notice periods changed?

Previously, 'no grounds' eviction provisions only provided 30 days notice at the end of a fixed-term and 90 days notice for periodic (ongoing) tenancies.

The new notice periods for non-breach reasons are:

- The landlord must usually give **at least 90 days notice** to end a fixed-term agreement of over 6 months, or a periodic agreement.
- The landlord must usually give **at least 60 days notice** to end a fixed-term agreement of 6 months or less.
- In the case of **actual sale of property**, the landlord must give **at least 30 days notice** to end a fixed-term or periodic agreement
- For employee or caretaker agreement, the termination date in the notice must be **30 days** from when the notice is given, or from the notice period for termination in your agreement, whichever is later

It is still the case that if you **breach** the agreement (e.g. for overdue rent), you can be issued a **14-day termination notice**. There are also still circumstances where the landlord/agent can give an immediate notice of termination or seek **immediate termination** at the NSW Civil and Administrative Tribunal.

For more information see 'How much notice must the landlord give me?' in our updated [Factsheet: Eviction – landlord ends tenancy](#).

If you have received a termination notice, and **you want to leave before the date in the notice**, the rules have changed for how you can do this in a fixed term agreement (the rules are the same as before for periodic). If you are in a **fixed-term agreement** and you have received a termination notice from the landlord/agent you may leave before the termination date listed on the notice – by giving the landlord a **14 day early exit notice**. Different time limits apply. 'See If I want to leave before the date given by the landlord' in our updated [Factsheet: Eviction – landlord ends tenancy](#).

Requirements for a valid termination notice

For a termination notice to be valid, it must:

- be properly **sent or delivered** to you – by email (to an email address you have specified for documents of that kind); or by post; or by hand (in an addressed envelope to a mailbox at your home or business address); or in person;
- include the **address** of the property;
- include the **date** by which the landlord/agent wants vacant possession, with the **proper number of days notice**;
- have a **termination information statement** attached that includes:
 - the **reason** under the law for ending the agreement,
 - particular **evidence** to show that the reason is genuine (depending on the reason),
 - that it is an offence to give a notice that is not genuine or provide false or misleading evidence,
 - that you have a right to challenge the validity of the termination notice or argue that the notice was

issued in a retaliatory manner, and

- how you can contact NSW Fair Trading.

For more information see 'Is the termination notice valid?' in our updated [Factsheet: Eviction – landlord ends tenancy](#).

What if the reason given is not genuine?

If the NSW Civil and Administrative Tribunal decides that the landlord/agent has given **false or misleading information** or not provided the **specific evidence required**, then the reason given for ending the tenancy may be considered **not genuine**. In this case, **your tenancy will continue**. It is also an offence for the landlord/agent to give you a termination notice that is not genuine – they could face significant penalties.

If you want to dispute the reason given for eviction as not genuine, you have the right to challenge the validity of the termination notice at the Tribunal. You can do this when you receive the notice, or when the landlord applies to the Tribunal for an eviction order. The time-limit to apply to the Tribunal is 90 days from receipt of the notice. At the Tribunal, evidence is very important.

Since 1 July 2025 the landlord/agent is required to report the reason for the tenancy ending, after the bond is claimed. The reason can then be checked and significant penalties applied if it is not genuine.

If you move out and find out later that the reason was not genuine, you may be able to apply to the Tribunal for **compensation** or **make a complaint** to NSW Fair Trading. Make sure you keep written evidence – such as correspondence from the landlord/agent and receipts for your moving costs.

Relet exclusion periods

The landlord/agent is also **banned from re-letting the property** for a certain period, depending on the reason for ending the tenancy. This is called a relet exclusion period. The relet exclusion periods are:

- **4 weeks** relet exclusion period for **significant renovations/repairs**
- **6 months** relet exclusion period for **proposed sale; landlord/family moving in; or demolition**
- **12 months** relet exclusion period for the property **no longer being used as a rental** under the Residential Tenancies Act

For more information see 'What if the reason given is not genuine?' in our fully updated [Factsheet: Eviction](#).

Pets

From 19 May 2025 it became much easier than before to keep a pet at your rental home. However, like before, you **still require the landlord's consent**. There is now a structured process with clear rules on when the landlord can 'refuse' permission or when the landlord can impose 'conditions' with the permission. For full details see our updated [Factsheet: Pets](#).

The landlord/agent cannot refuse your request without a valid reason, or impose unreasonable conditions that make it impossible to keep your pet.

NSW Fair Trading will have a much more active role in mediating disputes about pets and the NSW Civil and Administrative Tribunal (NCAT) will have the final word on whether you can keep your pet.

The new pet laws apply to **all new and existing tenancy agreements**, regardless of when you started your tenancy, or what type of agreement you have. The only minor exception is for students in purpose-built student accommodation (PBSA) where these new pet laws do not apply.

If you **already had an approved pet** before the start of the new laws, you do not have to re-apply again for consent for the same approved animal.

Also, it is now unlawful for a landlord or agent to **advertise that pets will not be permitted** at the premises. If this has occurred, you should gather evidence and make a complaint to NSW Fair Trading.

Key steps to get permission for a pet at your rental home

- 1. Start the process** of getting consent using the NSW Fair Trading [Pet Application Form](#). Complete Part A of the form and give that to the landlord/agent. If there are co-tenants in the tenancy, all co-tenants will have to jointly apply for the pet consent.
- 2. Allow 21 days** for the landlord/agent to provide you with a written response in Part B of the same Form. **If the landlord does not respond within 21 days, your request is taken to have been approved.**
- 3. Review the landlord's response.** If you are not happy with the response, consider if:
 - the refusal is on permitted grounds, or
 - the conditions being imposed are unreasonable.
- 4. Negotiate with the landlord.** Seek clarification on conditions that appear unreasonable or a refusal that appears unlawful.

The landlord/agent can only **refuse consent** for you to keep a pet using one of the **permitted reasons** under the *Residential Tenancies Act*. And they can only impose conditions that are 'reasonable.' They cannot set **unreasonable conditions**.

If you want to challenge the landlord's response, start by reading our fully updated [Factsheet: Pets](#). Then contact NSW Fair Trading for assistance and/or apply to the Tribunal for a ruling, within 28 days of the refusal or the imposition of unreasonable conditions.

12 month cap on rent increases

From 31 October 2024 a **12 month cap on rent increases** (for most agreements) came into effect. This means that, for most tenancies, the landlord cannot increase the rent:

- within the first year of the start of the tenancy, or
- more than once in any 12 month period

For more info, see our updated [Factsheet: Rent increases](#).

The new limit on rent increases applies to all periodic (ongoing) agreements, and most fixed-term agreements.

There are a small number of '**excluded agreements**', which are **fixed-term agreements of less than 2 years, signed before 13 December 2024, and with a built-in rent increase**. If you are not sure if your agreement is excluded or not, contact your local Tenants Advice and Advocacy Service for advice (phone numbers on the last page).

The 12 month limit on rent increases also applies to any **new agreement** or renewal of a fixed-term agreement for the same premises – as long as the landlord and at least one tenant remains the same.

Fees and other changes

These other changes to tenancy laws are also in effect:

Fee-free way to pay the rent

From 19 May 2025, the landlord/agent must allow a **fee-free and accessible option for paying your rent**. This must include **bank transfer** and the Australian government's Centrepay, ensuring that you have choices for paying your rent without incurring additional fees.

For more, see our new [Factsheet: Rent payment](#).

Ban on fees for background checks

Landlords, agents and third party companies are no longer allowed to charge prospective renters for **background checks when applying for a rental property**. This measure aims to address a recent trend of rental application platforms asking renters to pay a fee for a background check to improve their chances of securing a home.

See also [Factsheet: Starting a tenancy](#).

Dual flush toilets

From 23 March 2025, all toilets in rentals must be dual flush, with a minimum 3-star Water Efficiency Labelling and Standards (WELS) rating, to meet legally prescribed water efficiency measures. If the landlord does not meet the water efficiency standards, they cannot pass on water usage charges to the tenant.

For more information, see [Factsheet: Utilities – water, energy, internet](#).

Portable bonds scheme

The NSW government has announced that its portable bonds scheme, 'Smart Rental Bonds' is almost here. The scheme encountered some delays but is now set to start in mid-2026.

Here's how the scheme will work in practice:

1. You are getting ready to move out of your old rental home. Your application for a new rental home has been approved. The landlord/agent for the new rental sets up a request for the bond to be paid.
2. You log into your Rental Bonds Online account and are given the option to pay a new bond or initiate a bond transfer. If you choose transfer you pay a fee of \$25. If the total amount of the new bond is more than the total amount of the old bond, you are also required to pay the shortfall at this point.
3. The bond on the new rental property is covered by the NSW government (while the old bond is being assessed against any potential deductions).
4. You sign the new lease and are able to move into your new home.
5. The previous tenancy ends. If there is no claim on the old bond by the previous landlord, the full amount is transferred and you don't need to make any further payment to cover the new bond. If the landlord makes a claim on your old bond, and you agree with the claim, the remaining amount is transferred. If you disagree with the landlord's claim you can take the matter to NCAT to resolve it.
6. Once you and the former landlord agree on a claim, or NCAT makes an order for payment, you are asked to pay any gap back to the government within 28 days.

The Tenants' Union welcomes the scheme, which is similar to a version we first proposed in 2018. We recognise that it will ease some of the financial burden on tenants, particularly at the stressful and expensive time of moving home.

However we again call on the government to scrap the \$25 user fee – a charge that will fall hardest on the lower-income renters the scheme is designed to help by avoiding costly loans or other financial stress.

More info

- Factsheets: [Eviction – landlord ends tenancy](#); [Pets](#); [Rent increases](#); [Rent payment](#); [Starting a tenancy](#); [Utilities – water, energy, internet](#).
- NSW government: [Renting a place to live](#)

Resource updated April 2026

For free advice, call your local Tenants Advice & Advocacy Service:

SYDNEY:

• Eastern	9386 9147
• Inner	9698 5975
• Inner West	9559 2899
• Northern	9559 2899
• Southern	9787 4679
• South West	4628 1678
• Western	8833 0933

REGIONAL:

• Blue Mountains	4704 0201
• Central Coast	4353 5515
• Hunter	4969 7666
• Illawarra Sth Coast	4276 1939
• Mid Coast	6583 9866
• Northern Rivers	6621 1022
• Northwest NSW	1800 836 268
• Southwest NSW	1300 483 786

ABORIGINAL:

• Sydney	9833 3314
• West NSW	6881 5700
• South NSW	1800 672 185
• North NSW	1800 248 913

WEB: tenants.org.au

NSW FAIR TRADING: 13 32 20

This factsheet is intended as a guide to the law and should not be used as a substitute for legal advice. It applies to people who live in, or are affected by, the law as it applies in New South Wales, Australia. ©Tenants' Union of NSW