

# RESIDENTIAL TENANCY AGREEMENT

## RESIDENTIAL TENANCIES REGULATION 2010

(SUITABLE FOR A TENANCY WHERE THE TERM OF RESIDENTIAL TENANCY AGREEMENT DOES NOT EXCEED 3 YEARS)

### IMPORTANT NOTES ABOUT THIS AGREEMENT

1. The tenant should be given time to read this agreement (including the completed condition report and to obtain appropriate advice if necessary).
2. A landlord or landlord's agent must give a tenant an approved form of information statement (which explains both parties' rights and obligations under this agreement) published by NSW Fair Trading before the tenant enters into the residential tenancy agreement.
3. If this agreement has a fixed term of more than 3 years, it must be annexured to the form approved by the Registrar-General for registration under the *Real Property Act 1900*. In that circumstance, the parties should seek their own independent legal advice to ensure this agreement is in a registrable form.

This agreement is made on  /  /  at  between

#### LANDLORD *[Insert name of landlord(s) and contact details]*

Name / s		A.B.N. (if applicable)
Contact Details	Care of Agent <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

#### TENANT *[Insert name of tenant(s) and contact details]*


#### LANDLORD'S AGENT DETAILS *[Insert name of landlord's agent (if any) and contact details]*

Licensee Northern Rivers Real Estate Pty Ltd		A.B.N. 92 852 467 561
Trading as Harcourts Northern Rivers		
Address 1/26-54 River Street		
Ballina, NSW		Postcode 2478
Phone 02 6686 1100	Fax 02 6686 4596	Mobile 0408 477 395
Email natalie.leslie@harcourts.com.au		

#### TENANT'S AGENT DETAILS *[Insert name of tenant's agent (if any) and contact details]*

If appointed, all notices and documents given to the tenant must also be given to the tenant's agent

Name / s N/A		A.B.N.
Address		
		Postcode
Phone	Fax	Mobile
Email		

#### TERM OF AGREEMENT

The term of this agreement is:  ~~weeks~~ / months / ~~years~~  
 starting on  /  /  and ending on  /  /  [Cross out if not applicable]

#### RESIDENTIAL PREMISES

The residential premises are *[Insert address]*

Address		
Suburb	State	Postcode

The residential premises include: *[Include any additional matters, such as a parking space or furniture provided]*


**Note:** If the premises include a garage, the garage is provided for the purpose of parking a motor vehicle and not for the storage of goods or personal belongings.

The residential premises **do not include:** *[List anything such as a parking space, garage or storeroom which do not form part of the residential premises]*

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**RENT**

The rent is \$  per  fortnight payable in advance starting on  /  / .

The method by which the rent must be paid:

(a) to  n/a at  n/a by cash or cheque, or

(b) into the following account, or any other account nominated by the landlord:

BSB number:  n/a Account number:  n/a

Account name:  n/a

Payment reference:  , or

(c) as follows:  DEFT Payment Systems - Bpay Biller Code: 4481 - Reference:

**Note.** The landlord or landlord's agent must permit the tenant to pay the rent by at least one means for which the tenant does not incur a cost (other than bank or other account fees usually payable for the tenant's transactions) (see clause 4.1) and that is reasonably available to the tenant.

**RENTAL BOND *[cross out if there is not going to be a bond]***

A rental bond of \$  must be paid by the tenant on signing this agreement.

The amount of the rental bond must not be more than 4 weeks rent.

**IMPORTANT INFORMATION****MAXIMUM NUMBER OF OCCUPANTS**

No more than  persons may ordinarily live in the premises at any one time.

**URGENT REPAIRS**

Nominated tradespeople for urgent repairs and their contact details:

Electrical repairs:	Chris Connors Electrical	Telephone: 0437 302 761
Plumbing repairs:	2478 Plumbing	Telephone: 0422 289 261
Other repairs:	Harcourts Ballina on call 24/7	Telephone: 02 6686 1100

**WATER USAGE**

Will the tenant be required to pay separately for water usage? Yes  No  If yes, see clauses 11 and 12.

**STRATA BY-LAWS**

Are there any strata or community scheme by-laws applicable to the residential premises? Yes  No  If yes, see clause 35 and clause 56.

**CONDITION REPORT**

A condition report relating to the condition of the premises must be completed by or on behalf of the landlord before or when this agreement is signed.

**TENANCY LAWS**

*The Residential Tenancies Act 2010 and the Residential Tenancies Regulation 2010* apply to this agreement. Both the landlord and the tenant must comply with these laws.

**RIGHT TO OCCUPY THE PREMISES**

1. **The landlord agrees** that the tenant has the right to occupy the residential premises during the tenancy. The residential premises include the additional things (if any) noted under "**Residential premises**".

**COPY OF AGREEMENT**

2. **The landlord agrees** to give the tenant:
- 2.1 a copy of this agreement before or when this agreement is signed and given by the tenant to the landlord or a person on the landlord's behalf, and
  - 2.2 a copy of this agreement signed by both the landlord and the tenant as soon as is reasonably practicable.

**RENT****3. The tenant agrees:**

- 3.1 to pay rent on time, and
- 3.2 to reimburse the landlord for the cost of replacing rent deposit books or rent cards lost by the tenant, and
- 3.3 to reimburse the landlord for the amount of any fees paid by the landlord to a bank or other authorised deposit-taking institution as a result of funds of the tenant not being available for rent payment on the due date.

**4. The landlord agrees:**

- 4.1 to provide the tenant with at least one means to pay rent for which the tenant does not incur a cost (other than bank fees or other account fees usually payable for the tenant's transactions) and that is reasonably available to the tenant, and
- 4.2 not to require the tenant to pay more than 2 weeks rent in advance or to pay rent for a period of the tenancy before the end of the previous period for which rent has been paid, and
- 4.3 not to require the tenant to pay rent by a cheque or other negotiable instrument that is post-dated, and
- 4.4 to accept payment of unpaid rent after the landlord has given a termination notice on the ground of failure to pay rent if the tenant has not vacated the residential premises, and
- 4.5 not to use rent paid by the tenant for the purpose of any amount payable by the tenant other than rent, and
- 4.6 to give a rent receipt to the tenant if rent is paid in person (other than by cheque) and to make a rent receipt available for collection by the tenant or to post it to the residential premises if rent is paid by cheque, and
- 4.7 to keep a record of rent paid under this agreement and to provide a written statement showing the rent record for a specified period within 7 days of a request by the tenant (unless the landlord has previously provided a statement for the same period).

**Note.** The landlord and tenant may, by agreement, change the manner in which rent is payable under this agreement.

**RENT INCREASES**

5. **The landlord and the tenant agree** that the rent cannot be increased after the end of the fixed term (if any) of this agreement or under this agreement unless the landlord gives not less than 60 days written notice of the increase to the tenant. The notice must specify the increased rent and the day from which it is payable.

**Note.** Section 42 of the *Residential Tenancies Act 2010* sets out the circumstances in which rent may be increased during the fixed term of a residential tenancy agreement. An additional term for this purpose may be included in the agreement.

**6. The landlord and the tenant agree:**

- 6.1 that the increased rent is payable from the day specified in the notice, and
- 6.2 that the landlord may cancel or reduce the rent increase by a later notice that takes effect on the same day as the original notice, and
- 6.3 that increased rent under this agreement is not payable unless the rent is increased in accordance with this agreement and the *Residential Tenancies Act 2010* or by the Civil and Administrative Tribunal.

**RENT REDUCTIONS****7. The landlord and the tenant agree** that the rent abates if the residential premises:

- 7.1 are destroyed, or become wholly or partly uninhabitable, otherwise than as a result of a breach of this agreement, or
- 7.2 cease to be lawfully usable as a residence, or
- 7.3 are compulsorily appropriated or acquired by an authority.

8. The landlord and the tenant may, at any time during this agreement, agree to reduce the rent payable.

**PAYMENT OF COUNCIL RATES, LAND TAX, WATER AND OTHER CHARGES****9. The landlord agrees** to pay:

- 9.1 rates, taxes or charges payable under any Act (other than charges payable by the tenant under this agreement), and
- 9.2 the installation costs and charges for initial connection to the residential premises of an electricity, water, gas, bottled gas or oil supply service, and
- 9.3 all charges for the supply of electricity, gas (except bottled gas) or oil to the tenant at the residential premises that are not separately metered, and
- 9.4 the costs and charges for the supply or hire of gas bottles for the supply of bottled gas at the commencement of the tenancy, and
- 9.5 all charges (other than water usage charges) in connection with a water supply service to separately metered residential premises, and
- 9.6 all charges in connection with a water supply service to residential premises that are not separately metered, and
- 9.7 all charges for the supply of sewerage services (other than for pump out septic services) or the supply or use of drainage services to the residential premises, and
- 9.8 all charges for the availability of gas to the residential premises if the premises do not have any appliances, supplied by the landlord, for which gas is required and the tenant does not use gas supplied to the premises for any purpose.

**10. The tenant agrees** to pay:

- 10.1 all charges for the supply of electricity, gas (except bottled gas) or oil to the tenant at the residential premises if the premises are separately metered, and
- 10.2 all charges for the supply of bottled gas to the tenant at the residential premises, and
- 10.3 all charges for pumping out a septic system used for the residential premises, and
- 10.4 any excess garbage charges relating to the tenant's use of the residential premises, and
- 10.5 water usage charges, if the landlord has installed water efficiency measures referred to in clause 11 and the residential premises:

**10.5.1** are separately metered, or

**10.5.2** are not connected to a water supply service and water is delivered by vehicle.

**11. The landlord agrees** that the tenant is not required to pay water usage charges unless:

- 11.1** the landlord gives the tenant a copy of the part of the water supply authority's bill setting out the charges, or other evidence of the cost of water used by the tenant, and
- 11.2** the landlord gives the tenant at least 21 days to pay the charges, and
- 11.3** the landlord requests payment of the charges by the tenant not later than 3 months after the issue of the bill for the charges by the water supply authority, and
- 11.4** the residential premises have the following water efficiency measures:
  - 11.4.1** all internal cold water taps and single mixer taps for kitchen sinks or bathroom hand basins on the premises have a maximum flow rate of 9 litres per minute,
  - 11.4.2** all showerheads have a maximum flow rate of 9 litres per minute,
  - 11.4.3** there are no leaking taps at the commencement of this agreement or when the water efficiency measures are installed, whichever is the later.

**12. The landlord agrees** to give the tenant the benefit of, or an amount equivalent to, any rebate received by the landlord for water usage charges payable or paid by the tenant.

#### **POSSESSION OF THE PREMISES**

**13. The landlord agrees:**

- 13.1** to make sure the residential premises are vacant so the tenant can move in on the date agreed, and
- 13.2** to take all reasonable steps to ensure that, at the time of signing this agreement, there is no legal reason why the premises cannot be used as a residence for the term of this agreement.

#### **TENANT'S RIGHT TO QUIET ENJOYMENT**

**14. The landlord agrees:**

- 14.1** that the tenant will have quiet enjoyment of the residential premises without interruption by the landlord or any person claiming by, through or under the landlord or having superior title to that of the landlord (such as a head landlord), and
- 14.2** that the landlord or the landlord's agent will not interfere with, or cause or permit any interference with, the reasonable peace, comfort or privacy of the tenant in using the residential premises, and
- 14.3** that the landlord or the landlord's agent will take all reasonable steps to ensure that the landlord's other neighbouring tenants do not interfere with the reasonable peace, comfort or privacy of the tenant in using the residential premises.

#### **USE OF THE PREMISES BY TENANT**

**15. The tenant agrees:**

- 15.1** not to use the residential premises, or cause or permit the premises to be used, for any illegal purpose, and
- 15.2** not to cause or permit a nuisance, and
- 15.3** not to interfere, or cause or permit interference, with the reasonable peace, comfort or privacy of neighbours, and
- 15.4** not to intentionally or negligently cause or permit any damage to the residential premises, and

**15.5** not to cause or permit more people to reside in the residential premises than is permitted by this agreement.

**16. The tenant agrees:**

- 16.1** to keep the residential premises reasonably clean, and
- 16.2** to notify the landlord as soon as practicable of any damage to the residential premises, and
- 16.3** that the tenant is responsible to the landlord for any act or omission by a person who is lawfully on the residential premises if the person is only permitted on the premises with the tenant's consent and the act or omission would be in breach of this agreement if done or omitted by the tenant, and
- 16.4** that it is the tenant's responsibility to replace light globes and batteries for smoke detectors on the residential premises.

**17. The tenant agrees**, when this agreement ends and before giving vacant possession of the premises to the landlord:

- 17.1** to remove all the tenant's goods from the residential premises, and
- 17.2** to leave the residential premises as nearly as possible in the same condition, fair wear and tear excepted, as at the commencement of the tenancy, and
- 17.3** to leave the residential premises reasonably clean, having regard to their condition at the commencement of the tenancy, and
- 17.4** to remove or arrange for the removal of all rubbish from the residential premises, and
- 17.5** to make sure that all light fittings on the premises have working globes, and
- 17.6** to return to the landlord all keys, and other opening devices or similar devices, provided by the landlord.

#### **LANDLORD'S GENERAL OBLIGATIONS FOR RESIDENTIAL PREMISES**

**18. The landlord agrees:**

- 18.1** to make sure that the residential premises are reasonably clean and fit to live in, and
- 18.2** to make sure that all light fittings on the residential premises have working light globes on the commencement of the tenancy, and
- 18.3** to keep the residential premises in a reasonable state of repair, considering the age of, the rent paid for and the prospective life of the premises, and
- 18.4** not to interfere with the supply of gas, electricity, water, telecommunications or other services to the residential premises (unless the interference is necessary to avoid danger to any person or enable maintenance or repairs to be carried out), and
- 18.5** to comply with all statutory obligations relating to the health or safety of the residential premises.

#### **URGENT REPAIRS**

**19. The landlord agrees** to pay the tenant, within 14 days after receiving written notice from the tenant, any reasonable costs (not exceeding \$1,000) that the tenant has incurred for making urgent repairs to the residential premises (of the type set out below) so long as:

- 19.1** the damage was not caused as a result of a breach of this agreement by the tenant, and

- 19.2** the tenant gives or makes a reasonable attempt to give the landlord notice of the damage, and
- 19.3** the tenant gives the landlord a reasonable opportunity to make the repairs, and
- 19.4** the tenant makes a reasonable attempt to have any appropriate tradesperson named in this agreement make the repairs, and
- 19.5** the repairs are carried out, where appropriate, by licensed or properly qualified persons, and
- 19.6** the tenant, as soon as possible, gives or tries to give the landlord written details of the repairs, including the cost and the receipts for anything the tenant pays for.

**Note.** The type of repairs that are **urgent repairs** are defined in the *Residential Tenancies Act 2010* and are defined as follows:

- (a) a burst water service,
- (b) an appliance, fitting or fixture that uses water or is used to supply water that is broken or not functioning properly, so that a substantial amount of water is wasted,
- (c) a blocked or broken lavatory system,
- (d) a serious roof leak,
- (e) a gas leak,
- (f) a dangerous electrical fault,
- (g) flooding or serious flood damage,
- (h) serious storm or fire damage,
- (i) a failure or breakdown of the gas, electricity or water supply to the premises,
- (j) a failure or breakdown of any essential service on the residential premises for hot water, cooking, heating, cooling or laundering,
- (k) any fault or damage that causes the premises to be unsafe or insecure.

**SALE OF THE PREMISES****20. The landlord agrees:**

- 20.1** to give the tenant written notice that the landlord intends to sell the residential premises, at least 14 days before the premises are made available for inspection by potential purchasers, and
- 20.2** to make all reasonable efforts to agree with the tenant as to the days and times when the residential premises are to be available for inspection by potential purchasers.

**21. The tenant agrees** not to unreasonably refuse to agree to days and times when the residential premises are to be available for inspection by potential purchasers.

**22. The landlord and tenant agree:**

- 22.1** that the tenant is not required to agree to the residential premises being available for inspection more than twice in a period of a week, and
- 22.2** that, if they fail to agree, the landlord may show the residential premises to potential purchasers not more than twice in any period of a week and must give the tenant at least 48 hours notice each time.

**LANDLORD'S ACCESS TO THE PREMISES**

**23. The landlord agrees** that the landlord, the landlord's agent or any person authorised in writing by the landlord, during the currency of this agreement, may only enter the residential premises in the following circumstances:

- 23.1** in an emergency (including entry for the purpose of carrying out urgent repairs),
- 23.2** if the Civil and Administrative Tribunal so orders,
- 23.3** if there is good reason for the landlord to believe the premises are abandoned,

- 23.4** if there is good reason for serious concern about the health of the tenant or any other person on the residential premises and a reasonable attempt has been made to obtain consent to the entry,
- 23.5** to inspect the premises, if the tenant is given at least 7 days written notice (no more than 4 inspections are allowed in any period of 12 months),
- 23.6** to carry out, or assess the need for, necessary repairs, if the tenant is given at least 2 days notice each time,
- 23.7** to carry out, or assess the need for, work relating to statutory health and safety obligations relating to the residential premises, if the tenant is given at least 2 days notice each time,
- 23.8** to show the premises to prospective tenants on a reasonable number of occasions if the tenant is given reasonable notice on each occasion (this is only allowed during the last 14 days of the agreement),
- 23.9** to value the property, if the tenant is given 7 days notice (not more than one valuation is allowed in any period of 12 months),
- 23.10** if the tenant agrees.

**24. The landlord agrees** that a person who enters the residential premises under clause 23.5, 23.6, 23.7, 23.8 or 23.9 of this agreement:

- 24.1** must not enter the premises on a Sunday or a public holiday, unless the tenant agrees, and
- 24.2** may enter the premises only between the hours of 8.00 a.m. and 8.00 p.m., unless the tenant agrees to another time, and
- 24.3** must, if practicable, notify the tenant of the proposed day and time of entry.

**25. The landlord agrees** that, except in an emergency (including to carry out urgent repairs), a person other than the landlord or the landlord's agent must produce to the tenant the landlord's or the landlord's agent's written permission to enter the residential premises.

**26. The tenant agrees** to give access to the residential premises to the landlord, the landlord's agent or any person, if they are exercising a right to enter the residential premises in accordance with this agreement.

**ALTERATIONS AND ADDITIONS TO THE PREMISES****27. The tenant agrees:**

- 27.1** not to install any fixture or renovate, alter or add to the residential premises without the landlord's written permission, and
- 27.2** not to remove, without the landlord's permission, any fixture attached by the tenant that was paid for by the landlord or for which the landlord gave the tenant a benefit equivalent to the cost of the fixture, and
- 27.3** to notify the landlord of any damage caused by removing any fixture attached by the tenant, and
- 27.4** to repair any damage caused by removing the fixture or compensate the landlord for the reasonable cost of repair.

**28. The landlord agrees** not to unreasonably refuse permission for the installation of a fixture by the tenant or to a minor alteration, addition or renovation by the tenant.

**LOCKS AND SECURITY DEVICES****29. The landlord agrees:**

- 29.1** to provide and maintain locks or other security devices necessary to keep the residential premises reasonably secure, and



- 29.2** to give each tenant under this agreement a copy of the key or opening device or information to open any lock or security device for the residential premises or common property to which the tenant is entitled to have access, and
- 29.3** not to charge the tenant for the cost of providing the copies except to recover the cost of replacement or additional copies, and
- 29.4** not to alter, remove or add any lock or other security device without reasonable excuse (which includes an emergency, an order of the Civil and Administrative Tribunal, termination of a co-tenancy or an apprehended violence order prohibiting a tenant or occupant from having access) or unless the tenant agrees, and
- 29.5** to give each tenant under this agreement a copy of any key or other opening device or information to open any lock or security device that the landlord changes as soon as practicable (and no later than 7 days) after the change.

**30. The tenant agrees:**

- 30.1** not to alter, remove or add any lock or other security device without reasonable excuse (which includes an emergency, an order of the Civil and Administrative Tribunal, termination of a co-tenancy or an apprehended violence order prohibiting a tenant or occupant from having access) or unless the landlord agrees, and
- 30.2** to give the landlord a copy of the key or opening device or information to open any lock or security device that the tenant changes within 7 days of the change.

- 31.** A copy of a changed key or other opening device need not be given to the other party if the other party agrees not to be given a copy or the Civil and Administrative Tribunal authorises a copy not to be given or the other party is prohibited from access to the residential premises by an apprehended violence order.

**TRANSFER OF TENANCY OR SUB-LETTING BY TENANT****32. The landlord and tenant agree that:**

- 32.1** the tenant may, with the landlord's written permission, transfer the tenant's tenancy under this agreement or sub-let the residential premises, and
- 32.2** the landlord may refuse permission (whether or not it is reasonable to do so) to the transfer of the whole of the tenancy or sub-letting the whole of the residential premises, and
- 32.3** the landlord must not unreasonably refuse permission to a transfer of part of a tenancy or a sub-letting of part of the residential premises, and
- 32.4** without limiting clause 32.3, the landlord may refuse permission to a transfer of part of the tenancy or to sub-letting part of the residential premises if the number of occupants would be more than is permitted under this agreement or any proposed tenant or sub-tenant is listed on a residential tenancy database or it would result in overcrowding of the residential premises.

**Note.** Clauses 32.3 and 32.4 do not apply to social tenancy housing agreements.

- 33. The landlord agrees** not to charge for giving permission other than for the landlords reasonable expenses in giving permission.

**CHANGE IN DETAILS OF LANDLORD OR LANDLORD'S AGENT****34. The landlord agrees:**

- 34.1** if the name and telephone number or contact details of the landlord change, to give the tenant notice in writing of the change within 14 days, and

- 34.2** if the address of the landlord changes (and the landlord does not have an agent), to give the tenant notice in writing of the change within 14 days, and
- 34.3** if the name, telephone number or business address of the landlord's agent changes or the landlord appoints an agent, to give the tenant notice in writing of the change or the agent's name, telephone number and business address, as appropriate, within 14 days, and
- 34.4** if the landlord or landlord's agent is a corporation and the name or business address of the corporation changes, to give the tenant notice in writing of the change within 14 days.

**COPY OF CERTAIN BY-LAWS TO BE PROVIDED**

*[Cross out if not applicable]*

- 35.** The landlord agrees to give to the tenant within 7 days of entering into this agreement a copy of the by-laws applying to the residential premises if they are premises under the *Strata Schemes Management Act 2015*, the *Strata Schemes Development Act 2015*, the *Community Land Development Act 1989* or the *Community Land Management Act 1989*.

**MITIGATION OF LOSS**

- 36. The rules of law** relating to mitigation of loss or damage on breach of a contract apply to a breach of this agreement. (For example, if the tenant breaches this agreement the landlord will not be able to claim damages for loss which could have been avoided by reasonable effort by the landlord.)

**RENTAL BOND**

*[Cross out this clause if no rental bond is payable]*

- 37. The landlord agrees** that where the landlord or the landlord's agent applies to the Rental Bond Board or the Civil and Administrative Tribunal for payment of the whole or part of the rental bond to the landlord, then the landlord or the landlord's agent will provide the tenant with details of the amount claimed and with copies of any quotations, accounts and receipts that are relevant to the claim and a copy of a completed condition report about the residential premises at the end of the residential tenancy agreement.

**SMOKE ALARMS**

- 38. The landlord agrees** to ensure that smoke alarms are installed and maintained in the residential premises in accordance with section 146A of the *Environmental Planning and Assessment Act 1979* if that section requires them to be installed in the premises.
- 39. The landlord and tenant each agree** not to remove or interfere with the operation of a smoke alarm installed on the residential premises unless they have a reasonable excuse to do so.

**SWIMMING POOLS**

*[Cross out this clause if there is no swimming pool]*

- 40. The landlord agrees** to ensure that the requirements of the *Swimming Pools Act 1992* have been complied with in respect of the swimming pool on the residential premises.

*[Cross out the following clause if there is no swimming pool or the swimming pool is situated on land in a strata scheme (within the meaning of the Strata Schemes Management Act 2015) or in a community scheme (within the meaning of the Community Land Development Act 1989) and that strata or community scheme comprises more than 2 lots]*

- 40A. The landlord agrees** to ensure that at the time that this residential tenancy agreement is entered into:

- 40A.1** the swimming pool on the residential premises is registered under the *Swimming Pools Act 1992* and has a valid certificate of compliance under that Act or a relevant occupation certificate within the meaning of that Act, and
- 40A.2** a copy of that valid certificate of compliance or relevant occupation certificate is provided to the tenant.

**LOOSE-FILL ASBESTOS INSULATION****40B. The Landlord agrees:**

- 40B.1** if, at the time that this residential tenancy agreement is entered into, the premises have been and remain listed on the LFAI Register, the tenant has been advised in writing by the landlord that the premises are listed on that Register, or
- 40B.2** if, during the tenancy, the premises become listed on the LFAI Register, to advise the tenant in writing, within 14 days of the premises being listed on the Register, that the premises are listed on the Register.

**ADDITIONAL TERMS**

[Additional terms may be included in this agreement if:

- (a) both the landlord and tenant agree to the terms, and
- (b) they do not conflict with the Residential Tenancies Act 2010, the Residential Tenancies Regulation 2010 or any other Act, and
- (c) they do not conflict with the standard terms of this agreement.]

[ANY ADDITIONAL TERMS ARE NOT REQUIRED BY LAW AND ARE NEGOTIABLE.]

**ADDITIONAL TERM - BREAK FEE**

[Cross out this clause if not applicable and, if not applicable, note clauses 54.2(a) and 54.2(c)]

- 41. The tenant agrees** that, if the tenant ends the residential tenancy agreement before the end of the fixed term of the agreement, the tenant must pay a break fee of the following amount:

- 41.1** if the fixed term is for 3 years or less, 6 weeks rent if less than half of the term has expired or 4 weeks rent in any other case, or
- 41.2** if the fixed term is for more than 3 years,

\$

This clause does not apply if the tenant terminates the residential tenancy agreement early for a reason that is permitted under the *Residential Tenancies Act 2010*.

**Note.** Permitted reasons for early termination include destruction of residential premises, breach of the agreement by the landlord and an offer of social housing or a place in an aged care facility. Also refer to clauses 52, 53, 54 and 55 for termination of this agreement.

Section 107 of the *Residential Tenancies Act 2010* regulates the rights of the landlord and tenant under this clause.

- 42. The landlord agrees** that the compensation payable by the tenant for ending the residential tenancy agreement before the end of the fixed term is limited to the amount specified in clause 41 and any occupation fee payable under the *Residential Tenancies Act 2010* for goods left on the residential premises.

**ADDITIONAL TERM - PETS**

- 43. The tenant agrees** not to keep animals on the residential premises without first obtaining the written consent of the landlord and, if applicable, the body corporate, community association or board of directors.
- 44. The landlord agrees** that the tenant may keep the following animals on the residential premises unless otherwise prohibited by a strata by-law, community title rule, company title rule and/or management statement, or under a law relating to health or other applicable law:

**45. The tenant agrees to:**

- 45.1.** have the carpet professionally cleaned and to have the residential premises treated by a professional pest control provider/entity if animals have been kept on the residential premises during the tenancy;
- 45.2.** repair any damage caused by animals kept on the residential premises;

- 45.3.** upon request, and in the form of evidence elected, by the landlord or landlord's agent, provide to the landlord or the landlord's agent (as the case may be) evidence that the tenant has complied with clauses 45.1 and 45.2 of this agreement; and
- 45.4.** indemnify the landlord in respect of all claims arising out of or in connection with any damage, costs or personal injuries caused or contributed to by:
- (a) any animals kept by the tenant on the residential premises; and
- (b) any animals moving, or being moved by someone, across the residential premises and any common areas.

**ADDITIONAL TERM - AGREEMENT TO USE PREVIOUS CONDITION REPORT**

- 46.** The landlord and tenant agree that the condition report included in a residential tenancy agreement entered into by the tenant and dated  /  /  (insert a date if the landlord and tenant agree to this clause) forms part of this agreement.

**ADDITIONAL TERM - TENANT'S CARE AND USE OF THE RESIDENTIAL PREMISES**

- 47. Further to clause 16, The tenant agrees:**
- 47.1.** to clean the residential premises regularly with special attention to the kitchen, bathroom and appliances;
- 47.2.** to put nothing down any sink, toilet or drain likely to cause obstruction or damage;
- 47.3.** to wrap up and place garbage in a suitable container;
- 47.4.** to regularly mow the lawns and keep the grounds and garden tidy and free of weeds and rubbish and maintain them in their condition, fair wear and tear excepted, as at the commencement of this agreement;
- 47.5.** to take special care of the items let with the residential premises including any furniture, furnishings and appliances;
- 47.6.** to do no decorating that involves painting, marking or defacing the residential premises or fixing posters without the prior written consent of the landlord or an order of the Civil and Administrative Tribunal;
- 47.7.** to ensure that nothing is done that may prejudice any insurance policy or increase the premium payable under any insurance policy held by the landlord in relation to the residential premises and to ensure that nothing is done on the residential premises which may expose the owner to any claims or liability or which might give rise to an insurance claim;
- 47.8.** to notify the landlord promptly of any infectious disease or the presence of rats, cockroaches, fleas or other pests;
- 47.9.** to ventilate, in an adequate and timely manner and, if applicable, without any alteration or addition to the common property, all rooms and areas in the residential premises and to prevent the growth of mould;
- 47.10.** not to remove, alter or damage any water efficiency measure installed in the residential premises;
- 47.11.** not to store rubbish or unregistered vehicles on the residential premises, and not to store any items in the garage, storage cage, open car space or any other storage facility on the residential premises and storage of any items on the residential premises is at the tenant's own risk; and
- 47.12.** to take out and bring in, in accordance with the scheduled garbage collection days, and to keep clean, all bins that are supplied with the residential premises and to pay the cost of repair or replacement of any bins that become damaged, lost or stolen (if not repaired or replaced at the cost of the relevant authority) whilst the tenant is in occupation of the residential premises.

**ADDITIONAL TERM - TELECOMMUNICATIONS SERVICES****48. The tenant agrees:**

- 48.1.** to leave, in the same manner of connection or operation, any telephone service installed in the residential premises at the commencement of this agreement; and
- 48.2.** the availability of telephone or fax lines; internet services; analogue, digital or cable television (and the adequacy of such services); are the sole responsibility of the tenant and the tenant should make their own enquiries as to the availability and adequacy of such services before executing this agreement. The landlord does not warrant that any telephone or fax plugs, antenna sockets or other such sockets or service points located in the residential premises are serviceable, or will otherwise meet the requirements of the tenant, and tenants must rely upon their own enquiries. The landlord is not obliged to install any antenna, plugs or sockets including but not limited to any digital aeriels or antennas or to carry out any upgrades in respect of television or internet reception on the residential premises

**ADDITIONAL TERM - RENT AND RENTAL BOND****49. The tenant agrees:**

- 49.1** to pay the rent on or before the day which the term of this agreement begins; and
- 49.2** not to apply any rental bond towards payment of the rent without the prior written consent of the landlord

**50.** The landlord and the tenant may, by agreement, change the manner in which rent is payable under this agreement.

**ADDITIONAL TERM - OCCUPANTS****51. The tenant agrees:**

- 51.1.** not to part with possession other than in accordance with the provisions of this agreement or the *Residential Tenancies Act 2010*; and
- 51.2.** to ensure that occupants and other persons who come on to the residential premises with the tenant's consent comply with the conditions of this agreement.

**ADDITIONAL TERM - TERMINATION**

**52. The tenant acknowledges** that a notice of termination does not by itself end the tenant's obligations under this agreement.

**53. The tenant agrees:**

- 53.1.** upon termination of this agreement, to:
- promptly and peacefully deliver up vacant possession of the residential premises to the landlord by the date specified in the termination notice or otherwise in accordance with the *Residential Tenancies Act 2010* ;
  - promptly notify the landlord or the landlord's agent of the tenant's forwarding address; and
  - comply with its obligations in clause 17 of this agreement; and
- 53.2.** that the tenant's obligations under this agreement (including to pay rent and other amounts payable to the landlord pursuant to clause 54.2) continue until such time as the tenant has provided vacant possession of the residential premises, left them in the condition required under this agreement and returned to the landlord or the landlord's agent all keys, access cards, locks and other opening devices and security items.

**54.** Notwithstanding any termination of the agreement, **the tenant acknowledges and agrees that:**

- 54.1.** an application may be made to the Civil and Administrative Tribunal if the tenant does not vacate when required or otherwise does not comply with this agreement;

**54.2.** if the tenant terminates this agreement before the expiry of the fixed term and if clauses 41 and 42 regarding the break free are deleted (and, therefore, do not apply), subject to the parties' obligations to mitigate their losses:

- the tenant must:
  - reimburse the landlord for costs, fees and other charges and expenses in connection with such termination; and
  - pay rent or compensation for an amount equivalent to rent until such time as the landlord finds a suitable replacement tenant or until the date on which the fixed term of the agreement has expired (whichever occurs first),
 and the parties agree that this clause 54.2(a) does not apply if the tenant terminates the residential tenancy agreement early for a reason permitted under the *Residential Tenancies Act 2010*;
- the tenant must comply with the requirements of clause 53 before the expiration of the fixed term of this agreement; and
- the landlord is under no obligation to advertise the residential premises, arrange any inspection of the residential premises by prospective tenants or take any other action to lease the residential premises until vacant possession is provided by the tenant; and

**54.3.** the landlord is entitled to claim damages for loss of bargain in the event of a termination of this agreement on the grounds of a breach.

**55. The landlord and the tenant agree that:**

- 55.1.** any action by the landlord or the tenant to terminate this agreement shall not affect any claim for compensation in respect of a breach of this agreement;
- 55.2.** the acceptance of or demand for rent or other money by the landlord after service of a termination notice for breach does not operate as a waiver of that notice nor does it evidence the creation of a new tenancy; and
- 55.3.** the landlord's entitlement to claim damages for loss of bargain pursuant of clause 54.3 and the tenant's obligation to pay rent as and when it falls due are fundamental and essential terms of this agreement.

**Note:** Examples of where a fixed term agreement can be ended are where a party has breached the agreement (in which case the notice period is not less than 14 days) or where the rent has remained unpaid in breach of the agreement for not less than 14 days. Examples of where a periodic agreement can be ended are where a contract for sale of land requiring vacant possession has been exchanged (in which case the notice period is not less than 30 days), a party has breached the agreement (in which case the notice period is not less than 14 days) or where the rent has remained unpaid in breach of the agreement for not less than 14 days.

**Note:** If the tenant breaches this agreement the landlord should refer to section 187(2) of the *Residential Tenancies Act 2010*.

**ADDITIONAL TERM - STATUTES, STRATA BY-LAWS, RULES AND SPECIAL CONDITIONS FOR FLATS****56. The tenant agrees:**

- 56.1.** to observe all relevant statutes, statutory regulations, strata by-laws, company title rules and community title rules relating to health, safety, noise and other housing standards with respect to the residential premises;
- 56.2.** where the residential premises are subject to the *Strata Schemes Management Act 2015*, the *Strata Schemes Development Act 2015*, the *Community Land Development Act 1989* or the *Community Land Management Act 1989*, to observe and comply with any applicable strata by-laws and /or management statements and any applicable law; and



- 56.3. where the residential premises are a flat (not subject to the *Strata Schemes Management Act 2015*, the *Strata Schemes Development Act 2015*, the *Community Land Development Act 1989* or the *Community Land Management Act 1989*), to comply with any applicable law and the special conditions contained in Schedule A of this agreement and any other special conditions as notified to the tenant from time to time.

**ADDITIONAL TERM - SWIMMING POOLS**

(This clause does not apply when there is no pool on the residential premises)

57. Unless otherwise agreed by the landlord and tenant in writing, **the tenant agrees:**
- 57.1. to vacuum, brush and clean the pool, backwash the filter and empty the leaf basket(s) regularly keeping them free from leaf litter and other debris;
- 57.2. to have the pool water tested once a month at a pool shop and to purchase and use the appropriate chemicals to keep the water clean and clear;
- 57.3. to keep the water level above the filter inlet at all times;
- 57.4. to notify the landlord or the landlord's agent as soon as practicable of any problems with the pool or equipment, safety gate, access door, fence or barrier;
- 57.5. not to interfere with the operation of any pool safety gate, access door, fence or barrier including not propping or holding open any safety gate or access door, nor leaving any item or object near a pool safety gate, access door, fence or barrier which would aid or allow access by children to the pool area or allow children to climb the pool safety gate, access door, fence or barrier; and
- 57.6. to ensure that the pool safety gate or access door is self-closing at all times.

**ADDITIONAL TERM - RENT INCREASES DURING**

**THE FIXED TERM**) (for a fixed term of **less than 2 years**):

58. By completing this clause, **the parties agree** that the rent will be increased during the fixed term of the agreement as follows:

- 58.1. the rent will be increased to

\$		per	
	on	/	/
to \$		per	
	on	/	/

- 58.2. the rent increase can be calculated by the following method (set out details):


**Note:** The rent payable under a residential tenancy agreement may be increased only if the tenant is given written notice by the landlord or the landlord's agent specifying the increased rent and the day from which it is payable, and the notice is given at least 60 days before the increased rent is payable.

Notice of a rent increase must be given by a landlord or landlord's agent even if details of the rent increase are set out in the residential tenancy agreement.

**ADDITIONAL TERM - RENT INCREASES DURING THE FIXED TERM** (for a fixed term of **2 years or more**):

59. By completing this clause, **the parties agree** that the rent will be increased during the fixed term of the agreement as follows:

- 59.1. the rent will be increased to

\$		per	
	on	/	/
to \$		per	
	on	/	/

- 59.2. the rent increase can be calculated by the following method (set out details):


**Note:** The rent payable under a residential tenancy agreement may be increased only if the tenant is given written notice by the landlord or the landlord's agent specifying the increased rent and the day from which it is payable, and the notice is given at least 60 days before the increased rent is payable.

Notice of a rent increase must be given by a landlord or landlord's agent even if details of the rent increase are set out in the residential tenancy agreement.

**Note:** The rent payable under a fixed term agreement for a fixed term of 2 years or more must not be increased more than once in any period of 12 months, and may be increased whether or not the agreement sets out the amount of the increase or the method of calculating the increase.

**ADDITIONAL TERM - CONDITION REPORT FORMS**

**PART OF THIS AGREEMENT**

60. For avoidance of doubt:

- 60.1. a condition report which accompanies this agreement, forms part of this agreement;
- 60.2. a condition report that is signed by both the landlord and the tenant is presumed to be a correct statement, in the absence of evidence to the contrary, of the state of repair or general condition of the residential premises on the day specified in the report; and
- 60.3. if the tenant fails to return the condition report to the landlord or the landlord's agent within 7 days of being provided with the landlord's signed condition report then the tenant is deemed to have accepted the landlord's signed condition report and that report forms part of this agreement.

**ADDITIONAL TERM - ADDITIONAL TENANT OBLIGATIONS**

61. **The tenant agrees:**

- 61.1. to reimburse the landlord, within 30 days of being requested to do so, for:
- (a) any call out fees payable where the call out has been arranged with the tenant and the tenant has failed to provide access to the residential premises for any reason, preventing the relevant service from taking place;

- (b) any cost or expense of any kind incurred by the landlord to replace or fix an item, fixture or fitting in or on the residential premises that was required to be replaced or fixed as a result of a fire audit or fire inspection, provided that the item, fixture or fitting needed replacing or fixing due to the activities carried out by the tenant in or on the residential premises (including, without limitation, creating holes in, or attaching hooks to, fire safety doors); and
- (c) any fine, penalty or costs of any recovery action incurred by the landlord arising out of or in connection with the failure of a body corporate, community association or company to comply with a statutory requirement (including, without limitation, the lodgement of an annual fire safety statement) if that failure was caused or contributed to by the tenant;

**61.2.** to notify the landlord or the landlord's agent immediately if any smoke detector or smoke alarm in the residential premises is not working properly so that the landlord can attend to the landlord's obligation referred to in clause 38 of this agreement;

**61.3.** to pay any call out fees payable to the fire brigade or other authorities which become payable in the event that a smoke alarm fitted to the residential premises is activated by activities carried out by the tenant on the residential premises, including but not limited to burning food; and

**61.4.** where the residential premises are subject to the *Strata Schemes Management Act 2015* or the *Strata Schemes Development Act 2015* to immediately notify the landlord or the landlord's agent of:

- (a) any windows in the residential premises that do not have any locks or other window safety devices; or
- (b) any locks or other window safety devices in the residential premises that are non-compliant with legislation or need repairing,

so that the landlord or landlord's agent can ensure compliance with section 118 of the *Strata Schemes Management Act 2015* with respect to window safety devices.

**ADDITIONAL TERM - TENANCY DATABASES**

**62. The landlord or the landlord's agent advises and the tenant acknowledges and agrees** that the tenant's personal information may be collected, used and disclosed for the purpose of listing the tenant on a tenancy database as permitted by, and in accordance with, the provisions of the *Residential Tenancies Act 2010*.

**ADDITIONAL TERM - GARAGE, STORAGE CAGE, OPEN CAR SPACE OR OTHER STORAGE FACILITY**

*[This clause does not apply if there is not garage, storage cage, open car space or other storage facility on the residential premises]*

**63. The landlord gives** no undertaking as to the security and / or waterproofing of any garage, storage cage, open car space or any other storage facility on the residential premises and accepts no liability for any damage to such garage, storage cage, open car space or other storage facility or to anything stored therein.

**ADDITIONAL TERM - DETAILS OF TENANT AND TENANT'S AGENT**

**64. The tenant agrees** to notify the landlord or the landlord's agent, in writing within 14 days, of any changes to the nominated contact details of the tenant or the tenant's agent, including those specified in this agreement.

**ADDITIONAL TERM - TENANT'S REFUSAL OF ACCESS**

**65.** Where the tenant has been provided with the requisite notice pursuant to clause 23.8 and the tenant has refused access to the residential premises preventing prospective tenants from inspecting them, **the tenant acknowledges and agrees** that the landlord is entitled to claim damages for loss of bargain in the event the landlord is unable to secure a future tenant as a result of the tenant's refusal to allow access to the residential premises.

**66. The tenant agrees** that the landlord and the landlord's agent are authorised to use the office set of keys to access the residential premises for the purpose of carrying out an inspection pursuant to clause 23.

**ADDITIONAL TERM - PRIVACY POLICY**

**67.** The *Privacy Act 1988* (Cth) (the **Act**) allows certain information about the tenant referred to in this agreement to be collected, used and disclosed for the purpose for which it was collected, and otherwise in accordance with the Act. This Privacy Policy does not form part of this agreement and only applies to the extent that the landlord collects, uses and discloses personal information and is required by the Act to comply with the requirements of the Act. If the landlord appoints an agent to act for the landlord, then this Privacy Policy will apply to the landlord's agent's collection, use and disclosure of personal information on behalf of the landlord.

The landlord may amend, or amend and restate, this Privacy Policy from time to time and may subsequently notify the tenant of any changes to this Privacy Policy by written notification to the tenant. Any change to this Privacy Policy takes effect on the date of that written notification.

The personal information the tenant provides in connection with this agreement or collected from other sources is necessary for the landlord and (if appointed) the landlord's agent to:

- (a) identify and verify the tenant's identity;
- (b) process and assess any application received in relation to the lease of the residential premises;
- (c) assess the tenant's ability to meet their financial and other obligations under this agreement;
- (d) manage this agreement and the residential premises including (without limitation) the collection of rent and the preparation of required statements of accounts;
- (e) contact and liaise with goods and services providers as instructed by the tenant and to provide those providers with the tenant's personal information;
- (f) comply with any applicable law;
- (g) liaise and exchange information with the tenant and the legal and other advisors of the tenant, landlord and (if appointed) the landlord's agent in relation to or in connection with this agreement;
- (h) negotiate the lease for the residential premises;
- (i) process any payment (including, without limitation, the exchange of personal information with the relevant payment provider, where necessary); and
- (j) comply with any dispute resolution process.

If the personal information is not provided by the tenant, the landlord and (if appointed) the landlord's agent may not be able to carry out the steps described above.

Personal information collected about the tenant may be disclosed by the landlord or (if appointed) the landlord's agent for the purpose for which it was collected, to other parties including to the landlord (if the landlord's agent is appointed), the landlord's mortgagee or head-lessor (in either case, if any), the legal and other advisors of the tenant, landlord and (if appointed)

the landlord's agent, referees, valuers, other agents, Courts and applicable tribunals, third party operators of tenancy and other databases, other third parties instructed by the tenant (including, without limitation, goods, and services providers), as required by any applicable law and to any prospective or actual purchaser of the residential premises including to their prospective or actual mortgagee (if any). Personal information held by tenancy databases and relevant agencies may also be requested by and disclosed to the landlord and/or the landlord's agent. The landlord and (if appointed) the landlord's agent will take reasonable precautions to protect the personal information they hold in relation to the tenant from misuse, loss, and unauthorised access, modification or disclosure.

Further, if the tenant applies for the lease of the residential premises via any third party letting business, including any online letting businesses, then the tenant will have consented to the disclosure of its personal information by that business to the landlord and (if appointed) the landlord's agent. The tenant consents to the landlord and (if appointed) the landlord's agent receiving personal information from the relevant online letting business for the purposes specified in this Privacy Policy.

If the tenant fails to comply with its obligations under this agreement, then that fact and other relevant personal information collected about the tenant during the term of this agreement may also be disclosed to third party operators of tenancy and other databases, other agents, Courts and relevant tribunals.

The landlord and (if appointed) the landlord's agent may also use the tenant's information including personal information for marketing and research purposes to inform the tenant of products and services provided by the landlord and (if appointed) the landlord's agent, which the landlord and (if appointed) the landlord's agent consider may be of value or interest to the tenant, unless the tenant tells the landlord or (if appointed) the landlord's agent (see opt out option below) or has previously told the landlord or (if appointed) the landlord's agent not to. If the tenant **does not** wish to receive any information about such products and services then please tick this box:  or otherwise notify the landlord and/or landlord's agent using the contact details of the landlord and/or landlord's agent (as applicable) set out earlier in this agreement.

The tenant has the right to request access to any personal information held by the landlord and (if appointed) the landlord's agent which relates to them, unless the landlord or (if appointed) the landlord's agent is permitted by law (including the Act) to withhold that information. If the Act applies to the landlord and the landlord is an 'organisation' (as defined under the Act) then it is entitled to charge a reasonable fee where access to personal information is provided (no fee may be charged for making an application to access personal information). If an agent is appointed by the landlord, it is entitled to charge a reasonable fee where access to personal information is provided (no fee may be charged for making an application to access personal information). Any requests for access to the tenant's personal information should be made in writing to the landlord or (if appointed) the landlord's agent at the contact details included in this agreement. The tenant has the right to request the correction of any personal information which relates to the tenant that is inaccurate, incomplete or out-of-date.

By signing this agreement, **the tenant acknowledges** that it has read and understands the terms of this Privacy Policy and agrees to those terms and the permissions to collect, use and disclose personal information, and **the tenant authorises** the landlord and (if appointed) the landlord's agent to collect, use and obtain, in accordance with the Act, their personal information for the purposes specified in this Privacy Policy.

**ADDITIONAL TERM - ADDITIONAL TERMS AND CONDITIONS****68. The landlord and tenant acknowledge that:**

- 68.1** the landlord and tenant are permitted to agree on additional terms and conditions of this agreement and to include them in an annexure at the end of this agreement; and
- 68.2** the additional terms and conditions may be included in this agreement only if:
- (a) they do not contravene the *Residential Tenancies Act 2010 (NSW)*, the *Residential Tenancies Regulation 2010 (NSW)* or any other Act; and
  - (b) they are not inconsistent with the standard terms and conditions of this agreement.

**69. The landlord and tenant jointly and severally indemnify and hold harmless:** The Real Estate Institute of New South Wales (**REINSW**) in relation to any actions, proceedings, claims, losses, costs and damages which REINSW suffers, incurs or becomes liable for and which arise directly or indirectly from or are in connection with any additional terms and/or conditions that are included in an annexure to this agreement.

**SCHEDULE A****SPECIAL CONDITIONS - FLATS****Special Condition 1 - Noise**

The tenant must not create any noise in the flat or on the common area likely to interfere with the peaceful enjoyment of the owner or occupier of another flat or of any person lawfully using the common area.

**Special Condition 2 - Vehicles**

The tenant must not park or stand any motor or other vehicle on the common area except with the written approval of the landlord.

**Special Condition 3 - Obstruction of common area**

The tenant must not obstruct lawful use of the common area by any person.

**Special Condition 4 - Damage to lawns and plants on the common areas**

The tenant must not:

- a damage any lawn, garden, tree, shrub, plant or flower being part of or situated on the common area, or
- b use for his or her own purposes as a garden any portion of the common area.

**Special Condition 5 - Damage to common areas**

The tenant must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common area without the approval in writing of the landlord or an order of the Civil and Administrative Tribunal.

**Special Condition 6 - Behaviour of owners and occupiers**

The tenant when on the common area must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the owner or occupier of another flat or to any person lawfully using the common area.

**Special Condition 7 - Children playing on common areas in building**

The tenant must not permit any child of whom the tenant has control to play on the common area within the building or, unless accompanied by an adult exercising effective control, to be or to remain on the common area comprising a laundry, car parking area or other area of possible danger or hazard to children.

**Special Condition 8 - Behaviour of invitees**

The tenant must take all reasonable steps to ensure that invitees of the tenant do not behave in a manner likely to interfere with the peaceful enjoyment of the owner or occupier of another flat or any person lawfully using the common area.

**Special Condition 9 - Depositing rubbish and other material on common areas**

The tenant must not deposit or throw on the common area any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of the owner or occupier of another flat or of any person lawfully using the common area.

**Special Condition 10 - Drying of laundry items**

The tenant must not, except with the consent in writing of the landlord, hang any washing, towel, bedding, clothing or other article on any part of the flat in such a way as to be visible from outside the building other than on any lines provided by the landlord for that purpose and then only for a reasonable period.

**Special Condition 11 - Preservation of fire safety**

The tenant must not do any thing or permit any invitees of the tenant to do any thing on the lot or the common area that is likely to affect the operation of fire safety devices or to reduce the level of fire safety in the flats or the common area.

**Special Condition 12 - Cleaning windows and doors**

The tenant must keep clean all glass in windows and all doors on the boundary of the flat, including so much as is common area.

**Special Condition 13 - Storage of inflammable liquids and other substances and materials**

- 1 The tenant must not, except with the approval in writing of the landlord, use or store on the flat or on the common area any inflammable chemical, liquid or gas or other inflammable material.
- 2 This special condition does not apply to chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

**Special Condition 14 - Moving furniture and other objects on or through the common area**

The tenant must not transport any furniture or large object through or on the common area within the building unless sufficient notice has first been given to the executive committee so as to enable the landlord to arrange for a person to be present at the time when the tenant does so.

**Special Condition 15 - Garbage disposal**

The tenant:

- a must maintain within the flat, or on such part of the common area as may be authorised by the landlord, in clean and dry condition and adequately covered a receptacle for garbage,
- b must ensure that before refuse is placed in the receptacle it is securely wrapped or, in the case of tins or other containers, completely drained,
- c for the purpose of having the garbage collected, must place the receptacle within an area designated for that purpose by the landlord and at a time not more than 12 hours before the time at which garbage is normally collected,
- d when the garbage has been collected, must promptly return the receptacle to the flat or other area referred to in paragraph (a),
- e must not place any thing in the receptacle of the owner or occupier of any other flat except with the permission of that owner or occupier, and
- f must promptly remove any thing which the tenant or garbage collector may have spilled from the receptacle and must take such action as may be necessary to clean the area within which that thing was spilled.

**Special Condition 16 - Keeping of animals**

The tenant must not, without the prior approval in writing of the landlord, keep any animal on the flat or the common area.

**Special Condition 17 - Appearance of flat**

- 1 The tenant must not, without the written consent of the landlord, maintain within the flat anything visible from outside the flat that, viewed from outside the flat, is not in keeping with the rest of the building.
- 2 This special condition does not apply to the hanging of any washing, towel, bedding, clothing or other article as referred to in Special Condition 10.

**Special Condition 18 - Change in use of flat to be notified**

The tenant must notify the landlord if the tenant changes the existing use of the flat in a way that may affect the insurance premiums for the landlord (for example, if the change of use results in a hazardous activity being carried out in the flat, or results in the flat being used for commercial or industrial purposes rather than residential purposes).



**NOTES.****1. Definitions**

In this agreement:

**landlord** means the person who grants the right to occupy residential premises under this agreement, and includes a successor in title to the residential premises whose interest is subject to that of the tenant.

**landlord's agent** means a person who acts as the agent of the landlord and who (whether or not the person carries on any other business) carries on business as an agent for:

- (a) the letting of residential premises, or
- (b) the collection of rents payable for any tenancy of residential premises.

**LFAI Register** means the register of residential premises that contain or have contained loose-fill asbestos insulation that is required to be maintained under Division 1A of Part 8 of the *Home Building Act 1989*.

**rental bond** means money paid by the tenant as security to carry out this agreement.

**residential premises** means any premises or part of premises (including any land occupied with the premises) used or intended to be used as a place of residence.

**tenancy** means the right to occupy residential premises under this agreement.

**tenant** means the person who has the right to occupy residential premises under this agreement, and includes the person to whom such a right passes by transfer or operation of the law and a sub-tenant of the tenant.

**2. Continuation of tenancy (if fixed term agreement)**

Once any fixed term of this agreement ends, the agreement continues in force on the same terms as a periodic agreement unless the agreement is terminated by the landlord or the tenant in accordance with the *Residential Tenancies Act 2010* (see notes 3 and 4). Clause 5 of this agreement provides for rent to be able to be increased if the agreement continues in force.

**3. Ending a fixed term agreement**

If this agreement is a fixed term agreement it may be ended by the landlord or the tenant by giving written notice of termination. The notice may be given at any time up until the end of the fixed term but cannot take effect until the term ends. The landlord must give at least 30 days notice and the tenant must give at least 14 days notice.

**4. Ending a periodic agreement**

If this agreement is a periodic agreement it may be ended by the landlord or the tenant by giving written notice of termination. The notice may be given at any time. The landlord must give at least 90 days notice and the tenant must give at least 21 days notice.

**5. Other grounds for ending agreement**

The *Residential Tenancies Act 2010* also authorises the landlord and tenant to end this agreement on other grounds. The grounds for the landlord include sale of the residential premises, breach of this agreement by the tenant and hardship. The grounds for the tenant include sale of the residential premises (not revealed when this agreement was entered into), breach of this agreement by the landlord and hardship. For more information refer to that Act or contact NSW Fair Trading on 13 32 20.

**6. Warning**

It is an offence for any person to obtain possession of the residential premises without an order of the Civil and Administrative Tribunal if the tenant does not willingly move out. A court can order fines and compensation to be paid for such an offence.

**THE LANDLORD AND TENANT ENTER INTO THIS AGREEMENT AND AGREE TO ALL ITS TERMS.**

**SIGNED BY THE LANDLORD**

in the presence of:

\_\_\_\_\_  
(Name of witness)

\_\_\_\_\_  
(Signature of witness)

\_\_\_\_\_  
(Signature of landlord)

**SIGNED BY THE TENANT**

in the presence of:

\_\_\_\_\_  
(Name of witness)

\_\_\_\_\_  
(Signature of witness)

\_\_\_\_\_  
(Signature of tenant)

in the presence of:

\_\_\_\_\_  
(Name of witness)

\_\_\_\_\_  
(Signature of witness)

\_\_\_\_\_  
(Signature of tenant)

in the presence of:

\_\_\_\_\_  
(Name of witness)

\_\_\_\_\_  
(Signature of witness)

\_\_\_\_\_  
(Signature of tenant)

in the presence of:

\_\_\_\_\_  
(Name of witness)

\_\_\_\_\_  
(Signature of witness)

\_\_\_\_\_  
(Signature of tenant)

The tenant acknowledges that, at or before the time of signing this residential tenancy agreement, the tenant was given a copy of an information statement published by NSW Fair Trading.

\_\_\_\_\_  
(Signature of tenant)

\_\_\_\_\_  
(Signature of tenant)

\_\_\_\_\_  
(Signature of tenant)

\_\_\_\_\_  
(Signature of tenant)

For information about your rights and obligations as a landlord or tenant, contact:

- (a) NSW Fair Trading on 13 32 20 or [www.fairtrading.nsw.gov.au](http://www.fairtrading.nsw.gov.au), or
- (b) Law Access NSW on 1300 888 529 or [www.lawaccess.nsw.gov.au](http://www.lawaccess.nsw.gov.au), or
- (c) your local Tenants Advice and Advocacy Service at [www.tenants.org.au](http://www.tenants.org.au)

# New tenant checklist

## What you must know before you sign a lease

At the start of every tenancy, your landlord or agent should give you:

- a copy of this information (*the New tenant checklist*)
- a copy of your lease (tenancy agreement)
- 2 copies of the premises condition report (more on that later)
- an invitation to lodge the bond using Rental Bonds Online (RBO). Or, if you are unable to use RBO, a bond lodgement form for you to sign, so that it can be lodged with NSW Fair Trading
- keys to your new home.

If applicable, you should also receive:

- a certificate of compliance for a swimming pool (more on that later)
- a copy of the by-laws, if the property is in a strata complex
- notification if the premises has been listed on the Loose-Fill Asbestos Insulation Register (more on that later)
- notification of any other material fact relating to the premises (more on that later).

Before you sign the lease, make sure you read it thoroughly. If there is anything in the lease that you do not understand, ask questions.

Remember, you are committing to a legally binding contract with no cooling-off period. You want to be certain you understand and agree to what you are signing.

You should only sign the lease when you can answer Yes to the following statements.

### The lease

- I have read the lease and asked questions if there were things I did not understand.
- I know the length of the lease is negotiated before I sign, which means it can be for 6 months, 12 months, or some other period.

- I know that I must be offered at least **one** way to pay the rent that does not involve paying a fee to a third party.
- I know that any additional terms to the lease must be negotiated before I sign.
- I have checked that all additional terms to the lease are legal. For example, the lease does **not** include a term requiring me to have the carpet professionally cleaned when I leave, unless I have agreed to that as part of a condition to allow me to keep a pet on the premises.

### Promised repairs

For any promises made by the landlord or agent (for example, replace the oven, paint a room, clean up the backyard, etc.):

- I have made sure these have already been done
- or
- I have an undertaking in writing (before signing the lease) that they will be done.

### Upfront costs

I am **not** being required to pay:

- more than 2 weeks rent in advance, unless I freely offer to pay more
- more than 4 weeks rent as a rental bond.

I am **not** being charged for:

- the cost of preparing my lease
- the initial supply of keys and security devices to each tenant named on the lease.

## Managing your bond online

Your landlord or agent **must** give you the option to use Rental Bonds Online (RBO) to pay your bond. You can use RBO to securely pay your bond direct to NSW Fair Trading using a credit card or BPAY, without the need to fill out and sign a bond lodgement form. Once registered, you can continue to use your RBO account for future tenancies.

If you decide not to use RBO, you can ask your agent or landlord for a paper bond lodgement form for you to sign, so that it can be lodged with NSW Fair Trading.

## Swimming and spa pools

Does the property have a swimming or spa pool? If so, the landlord or agent must give you a copy of a valid certificate of compliance or occupation certificate issued in the past 3 years. This does not apply if you are renting in a strata or community scheme of more than 2 lots.

## Property containing loose-fill asbestos insulation

Properties in NSW that test positive for loose-fill asbestos insulation will have the property address included in a public register (available on the NSW Fair Trading website). If a property has been listed on this public register, the agent or private landlord must disclose this information to new tenants. The following section lists the other information that must be provided to tenants before they sign a lease.

## What tenants must be told

Sometimes a residential property has something in its history that you should know. If the landlord or agent is aware of any of the following facts, they must inform you:

- if the property:
  - has been affected by flooding or bushfire in the previous 5 years
  - has significant health or safety risks (unless they are obvious when you inspect the property)
  - has been the scene of a violent crime in the previous 5 years
- is affected by zoning or laws that will not allow you to obtain a parking permit and only paid parking is available in the area
- is provided with council waste services on a different basis to other premises in the area
- is listed on the loose-fill asbestos insulation register
- if other people are entitled to share the driveway or walkway.

## After you move in

- Fill in your part of the condition report and make sure you return a copy to the landlord or agent within 7 days. This is an important piece of evidence. If you do not take the time to complete it accurately, money could be taken out of your bond to pay for damage that was already there when you moved in.
- If you lodged the bond using RBO, make sure you receive an email or SMS notification from Fair Trading confirming your bond has been received. If the bond was not lodged using RBO, make sure you get a letter from Fair Trading sometime during the first 2 months saying that your bond has been received and advising you of your Rental Bond Number.

If you do not receive an email, SMS notification or letter, call NSW Fair Trading to make sure the bond has been lodged.

## Top tips for problem-free renting

Follow these useful tips to help avoid problems while you are renting:

- Photos are a great way to record the condition of the property when you first move in. Take date-stamped photos of the property, especially areas that are damaged or unclean. Keep these photos in case the landlord objects to returning your bond at the end of your tenancy.
- Keep a copy of your lease, condition report, rent receipts, Rental Bond Number and copies of letters/emails you send or receive in a safe place where you can easily find it later.



- Never stop paying your rent, even if the landlord is not complying with their side of the agreement (e.g. by failing to do repairs). You could end up being evicted if you do.
- Comply with the terms of your lease. In particular, never make any alterations, keep a pet or let other people move in without asking the landlord or agent for permission first.
- Keep a diary of your dealings with the landlord or agent - record all the times and dates of conversations, who you spoke to and what they agreed to do. If repairs are needed, put your request in writing to the landlord or agent and keep a copy. This type of evidence is very helpful if a dispute arises that ends up in the NSW Civil and Administrative Tribunal (NCAT).
- Consider taking out home contents insurance. It will cover your belongings in case of theft, fires and natural disasters. The landlord's building insurance, if they have it, will not cover your things.
- If the property has a pool or garden, be clear about what the landlord or agent expects you to do to maintain them.
- Be careful with what you sign relating to your tenancy and do not let anybody rush you. Never sign a blank form, such as a 'Claim for refund of bond' form.
- If you are happy in the place and your lease ends, consider asking for the lease to be renewed for another fixed term. This will remove the worry about being unexpectedly asked to leave and can help to lock in the rent for the next period of time.

[www.tenants.org.au](http://www.tenants.org.au) for details of your nearest service or check your local phone directory.

Landlords and agents must give a copy of this information statement to all new tenants before they sign a residential lease. Fines can be imposed if this is not done.

## Further information

Go to the Fair Trading website or call 13 32 20 for more information about your renting rights and responsibilities.

The NSW Government funds a range of community based Tenants Advice and Advocacy Services across NSW to provide advice, information and advocacy to tenants. Go to the Tenants Union website at