

# The Department of Communities & Justice (DCJ) Housing Residential Tenancy Agreement – The Agreement

## Important Notes About This Agreement

1. The tenant is entitled to have time to read this agreement (and the completed condition report referred to in this agreement) and to obtain appropriate advice if necessary.
2. The landlord or the landlord's agent must give the tenant a copy of the "Tenant Information Statement". This information sheet details what you must know before you sign a lease.
3. The landlord is required to give the tenant a copy of this agreement for the tenant to keep.

## DCJ Privacy Notice

This is a notice under the *Privacy and Personal Information Protection Act 1998* (NSW) (PIIP Act) and the *Health Records and Information Privacy Act 2002* (NSW) (HRIP Act), which govern our collection, use and disclosure of personal information and health information respectively. DCJ may collect personal information and health information from time to time in connection with your application for housing or other support or in connection with your tenancy. Such information is held by DCJ and includes details you provide in this document, information in other documentation completed or provided by or on your behalf, and information you provide to our personnel (for example during your tenancy sign-up process). DCJ collects your personal information and health information for purposes including the assessment and processing of your application and administering your tenancy. DCJ may also use your information within DCJ as a whole in order to plan, coordinate and improve the way it provides services. The supply of this information by you is voluntary, if you cannot or do not wish to supply us with the information we request we will not be able to process your application or provide services to you.

Intended recipients of personal information and/or health information include those involved in the above activities, as well as others who may have an interest in considering your application or tenancy including where relevant, DCJ, Aboriginal Housing Office, or a community housing organisations, the Housing Appeals Committee and survey companies for the purposes of determining client satisfaction and related long term service enhancement. DCJ may also disclose personal information and health information where required or permitted by law, such as to relevant statutory bodies or for purposes including child protection, health reasons, and protection of public revenue or law enforcement. If you provide us with personal information or health information relating to any other person, you must have that person's authorisation and must make them aware of the contents of this notice. If that person is under 16 years old, you must be a parent or guardian of that person.

You have a right of access to, and correction of, your personal information and health information held by DCJ in accordance with the *PIIP Act* and the *HRIP Act*.

Further information about your privacy rights and your personal information, can be found on the Department's website [www.dcj.nsw.gov.au/site\\_information/privacy](http://www.dcj.nsw.gov.au/site_information/privacy) or by calling 02 9377 6000.

## 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 agent, and
  - 2.2 a copy of the 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 pay rent in advance every Monday to the Landlord’s agent and, subject to clause 64 of this agreement to pay by rental deduction DCJ Rent Deduction Scheme, by direct debit, by BPAY, by ePay or by any other means agreed in writing between the parties, and
  - 3.4 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
- 4.7 to make a rent receipt available for collection by the tenant or to post it to the residential premises or to send it by email to an email address specified in this agreement by the tenant for the service of documents of that kind if rent is paid by cheque, and
- 4.8 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.

**Note 2.** Clause 4.6 does not apply to the New South Wales Land and Housing Corporation or the Aboriginal Housing Office.

## 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 if the agreement is for a fixed term of 2 years or more, 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** that the rent may not be increased after the end of the fixed term (if any) of this agreement more than once in any 12-month period.
7. **The landlord and the tenant agree:**
  - 7.1 that the increased rent is payable from the day specified in the notice, and
  - 7.2 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
  - 7.3 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 NSW Civil and Administrative Tribunal.

## RENT REDUCTIONS

8. **The landlord and the tenant agree** that the rent

abates if the residential premises:

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

- 9. 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

### 10. The landlord agrees to pay:

- 10.1 rates, taxes or charges payable under any Act (other than charges payable by the tenant under this agreement), and
- 10.2 the installation costs and charges for initial connection to the residential premises of an electricity, water, gas, bottled gas or oil supply service, and
- 10.3 all charges for the supply of electricity, non-bottled gas or oil to the tenant at the residential premises that are not separately metered, and

**Note 1.** Clause 10.3 does not apply to premises located in an embedded network in certain circumstances in accordance with clauses 34 and 35 of the *Residential Tenancies Regulation 2019*.

**Note 2.** Clause 10.3 does not apply to social housing tenancy agreements in certain circumstances, in accordance with clause 36 of the *Residential Tenancies Regulation 2019*.

- 10.4 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
- 10.5 all charges (other than water usage charges) in connection with a water supply service to separately metered residential premises, and
- 10.6 all charges in connection with a water supply service to residential premises that are not separately metered, and
- 10.7 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
- 10.8 all service availability charges, however described, for the supply of non-bottled gas to the residential premises if the premises are separately metered but 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, and
- 10.9 the costs and charges for repair, maintenance or other work carried out on

the residential premises which is required to facilitate the proper installation or replacement of an electricity meter, in working order, including an advanced meter, if the meter installation is required by the retailer to replace an existing meter because the meter is faulty, testing indicates the meter may become faulty or the meter has reached the end of its life.

### 11. The tenant agrees to pay:

- 11.1 all charges for the supply of electricity or oil to the tenant at the residential premises if the premises are separately metered, and
- 11.2 all charges for the supply of non-bottled gas to the tenant at the residential premises if the premises are separately metered, unless 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, and

**Note.** Charges for the supply of gas in certain circumstances may also be payable by a tenant under a social housing agreement in accordance with clause 36 of the *Residential Tenancies Regulation 2019*.

- 11.3 all charges for the supply of bottled gas to the tenant at the residential premises except for the costs and charges for the supply or hire of gas bottles at the start of the tenancy, and
- 11.4 all charges for pumping out a septic system used for the residential premises, and
- 11.5 any excess garbage charges relating to the tenant's use of the residential premises, and
- 11.6 water usage charges determined in accordance with approved Ministerial Guidelines. If the landlord has installed water efficiency measures referred to in clause 10 of the *Residential Tenancies Regulation 2019* and the residential premises:
  - 11.6.1 are separately metered, or
  - 11.6.2 are not connected to a water supply service and water is delivered by vehicle, and

**Note.** Separately metered is defined in the *Residential Tenancies Act 2010*.

**Note 2.** Tenants under social housing tenancy agreements may be subject to different provisions than those detailed in clause 11.6, see section 139 of the *Residential Tenancies Act 2010*.

- 11.7 water usage charges determined in accordance with the Community Housing Water Charging Guidelines as replaced or amended from time to time (the "**Water Guidelines**").

- 12.** The landlord agrees that the tenant is not required to pay water usage charges unless:
- 12.1** 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
  - 12.2** the landlord gives the tenant at least 21 days to pay the charges, and
  - 12.3** 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
  - 12.4** the residential premises have the following water efficiency measures:
    - 12.4.1** 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 a minute,
    - 12.4.2** on and from 23 March 2025, all toilets are dual flush toilets that have a minimum 3 star rating in accordance with the WELS scheme,
    - 12.4.3** all showerheads have a maximum flow rate of 9 litres a minute,
    - 12.4.4** at the commencement of the residential tenancy agreement and whenever any other water efficiency measures are installed, repaired or upgraded, the premises are checked and any leaking taps or toilets on the premises have been fixed.

- 13. 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.

**Note.** Clauses 12 and 13 do not apply to social housing tenancy agreements, see section 139 of the *Residential Tenancies Act 2010* and the Water Guidelines.

- 13A. The landlord and the tenant** agree that water usage charges payable by the tenant are governed by the Water Guidelines.

## POSSESSION OF THE PREMISES

### 14. The landlord agrees:

- 14.1** to make sure the residential premises are vacant so the tenant can move in on the date agreed, and
- 14.2** 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

### 15. The landlord agrees:

- 15.1** 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
- 15.2** 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
- 15.3** 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

### 16. The tenant agrees:

- 16.1** not to use the residential premises, or cause or permit the premises to be used, for any illegal purpose, and
- 16.2** not to cause or permit a nuisance, and
- 16.3** not to interfere, or cause or permit interference, with the reasonable peace, comfort or privacy of neighbours, and
- 16.4** not to intentionally or negligently cause or permit any damage to the residential premises, and
- 16.5** not to cause or permit more people to reside in the residential premises than is permitted by this agreement.
- 16.6** not to cause injury to the landlord, the landlord's agent, an employee or contractor of the landlord or the landlord's agent, or an occupier or person on neighbouring property or premises used in common with the tenant.
- 16.7** not to seriously or persistently threaten or abuse the landlord, the landlord's agent or any employee or contractor of the landlord or landlord's agent, or cause or permit any such threats, abuse or conduct.

### 17. The tenant agrees:

- 17.1** to keep the residential premises reasonably clean, and
- 17.2** to notify the landlord as soon as practicable of any damage to the residential premises, and
- 17.3** 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.

**17.4** that it is the tenant's responsibility to replace light globes on the residential premises.

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

- 18.1** to remove all the tenant's goods from the residential premises, and
- 18.2** 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
- 18.3** to leave the residential premises reasonably clean, having regard to their condition at the commencement of the tenancy, and
- 18.4** to remove or arrange for the removal of all rubbish from the residential premises in a way that is lawful and in accordance with council requirements, and
- 18.5** to make sure that all light fittings on the premises having working globes, and
- 18.6** to return to the landlord all keys, and other opening devices or similar devices, provided by the landlord.

**Note:** Under section 54 of the *Residential Tenancies Act 2010*, the vicarious liability of a tenant for damage to residential premises caused by another person is not imposed on a tenant who is the victim of a domestic violence offence, or a co-tenant who is not a relevant domestic violence offender, if the damage occurred during the commission of a domestic violence offence (within the meaning of that Act).

## LANDLORD'S GENERAL OBLIGATIONS FOR RESIDENTIAL PREMISES

**19. The landlord agrees:**

**19.1** to make sure that the residential premises are reasonably clean and fit to live in, and

**Note 1.** Section 52 of the *Residential Tenancies Act 2010* specifies the minimum requirements that must be met for residential premises to be fit to live in. These include that the residential premises:

- (a) are structurally sound, and
- (b) have adequate natural light or artificial lighting in each room of the premises other than a room that is intended to be used only for the purposes of storage or a garage, and
- (c) have adequate ventilation, and
- (d) are supplied with electricity or gas and have an adequate number of electricity outlet sockets or gas outlet sockets for the supply of lighting and heating to, and use of appliances in, the premises, and
- (e) have adequate plumbing and drainage, and
- (f) are connected to a water supply service or infrastructure that supplies water (including, but not limited to, a water bore or water tank) that is able to supply to the premises hot and cold water for drinking and ablution and cleaning activities, and

- (g) contain bathroom facilities, including toilet and washing facilities, that allow privacy for the user.

**Note 2.** Premises are structurally sound only if the floors, ceilings, walls, supporting structures (including foundations), doors, windows, roof, stairs, balconies, balustrades and railings:

- (a) are in a reasonable state of repair, and
- (b) with respect to the floors, ceilings, walls and supporting structures—are not subject to significant dampness, and
- (c) with respect to the roof, ceilings and windows—do not allow water penetration into the premises, and
- (d) are not liable to collapse because they are rotted or otherwise defective.

**19.2** to make sure that all light fittings on the residential premises are working on the commencement of the tenancy, and

**19.3** 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

**19.4** 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

**19.5** not to hinder a tradesperson's entry to the residential premises when the tradesperson is carrying out maintenance or repairs necessary to avoid health or safety risks to any person, or to avoid a risk that the supply of gas, electricity, water, telecommunications or other services to the residential premises may be disconnected, and

**19.6** to comply with all statutory obligations relating to the health or safety of the residential premises, and

**19.7** that a tenant who is the victim of a domestic violence offence or a co-tenant who is under the same agreement as the victim of the domestic violence offence but is not a relevant domestic violence offender is not responsible to the landlord for any act or omission by a co-tenant that is a breach of this agreement if the act or omission constitutes or resulted in damage to the premises and occurred during the commission of a domestic violence offence.

## URGENT REPAIRS

**20. 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:

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

- 20.2** the tenant gives or makes a reasonable attempt to give the landlord notice of the damage, and
- 20.3** the tenant gives the landlord a reasonable opportunity to make the repairs, and
- 20.4** the tenant makes a reasonable attempt to have any appropriate tradesperson named in this agreement make the repairs, and
- 20.5** the repairs are carried out, where appropriate, by licensed or properly qualified persons, and
- 20.6** 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 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 premises for hot water, cooking, heating, cooling or laundering,
  - (k) any fault or damage that causes the premises to be unsafe or not secure.

## SALE OF THE PREMISES

### 21. The landlord agrees:

- 21.1** 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
- 21.2** 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.

### 22. 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.

### 23. The landlord and tenant agree:

- 23.1** 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
- 23.2** 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

### 24. The landlord agrees that 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:

- 24.1** in an emergency (including entry for the purpose of carrying out urgent repairs),
- 24.2** if the NSW Civil and Administrative Tribunal so orders,
- 24.3** if there is good reason for the landlord to believe the premises are abandoned,
- 24.4** 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,
- 24.5** 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),
- 24.6** to carry out, or assess the need for, necessary repairs, if the tenant is given at least 2 days notice each time,
- 24.7** 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,
- 24.8** 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),
- 24.9** to value the property, if the tenant gets 7 days notice (not more than one valuation is allowed in any period of 12 months),
- 24.10** to take photographs, or make visual recordings, of the inside of the premises in order to advertise the premises for sale or lease, if the tenant is given reasonable notice and reasonable opportunity to move any of their possessions that can reasonably be moved out of the frame of the photograph or the scope of the recording (this is only allowed once in a 28 day period before marketing of the premises starts for sale or lease or the termination of this agreement),
- 24.11** if the tenant agrees.

### 25. The landlord agrees that a person who enters the residential premises under clause 24.5, 24.6, 24.7, 24.8, 24.9 or 24.10 of this agreement:

- 25.1** must not enter the premises on a Sunday or a public holiday, unless the tenant agrees, and
- 25.2** 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
- 25.3** must not stay on the residential premises

longer than is necessary to achieve the purpose of the entry to the premises, and  
**25.4** must, if practicable, notify the tenant of the proposed day and time of entry.

**26. 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.

**27. 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.

## **PUBLISHING PHOTOGRAPHS OR VISUAL RECORDINGS**

**28. The landlord agrees** that the landlord or the landlord's agent must not publish any photographs taken or visual recordings made of the inside of the residential premises in which the tenant's possessions are visible unless they first obtain written consent from the tenant.

**Note.** See section 55A of the *Residential Tenancies Act 2010* for when a photograph or visual recording is published.

**29. The tenant agrees** not to unreasonably withhold consent. If the tenant is in circumstances of domestic violence within the meaning of section 105B of the *Residential Tenancies Act 2010*, it is not unreasonable for the tenant to withhold consent.

## **ALTERATIONS AND ADDITIONS TO THE PREMISES**

**30. The tenant agrees:**

- 30.1** not to install any fixture or renovate, alter or add to the residential premises without the landlord's written permission, and
- 30.2** that certain kinds of fixtures or alterations, additions or renovations that are of a minor nature specified by clause 22(2) of the *Residential Tenancies Regulation 2019* may only be carried out by a person appropriately qualified to carry out those alterations unless the landlord gives consent, and
- 30.3** to pay the cost of a fixture, installed by or on behalf of the tenant, or any renovation, alteration or addition to the residential premises, unless the landlord otherwise agrees, and
- 30.4** not to remove, without the landlord's written 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

**30.5** to notify the landlord of any damage caused by removing any fixture attached by the tenant, and

**30.6** to repair any damage caused by removing the fixture or compensate the landlord for the cost of repair.

**31. 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.

**Note.** The *Residential Tenancies Regulation 2019* provides a list of the kinds of fixtures or alterations, additions or renovations of a minor nature to which it would be unreasonable for a landlord to withhold consent and which of those fixtures, or alterations, additions or renovations the landlord may give consent to on the condition that the fixture or alteration, addition or renovation is carried out by an appropriately qualified person.

## **LOCKS AND SECURITY DEVICES**

**32. The landlord agrees:**

- 32.1** to provide and maintain locks or other security devices necessary to keep the residential premises reasonably secure, and
- 32.2** to give each the 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
- 32.3** not to charge the tenant for the cost of providing the copies except to recover the cost of replacement or additional copies, and
- 32.4** not to alter, remove or add any lock or other security device without reasonable excuse (which includes an emergency, an order of the NSW 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
- 32.5** to give the 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 practicable (and no later than 7 days) after the change.

**33. The tenant agrees:**

- 33.1** not to alter, remove or add any lock or other security device without reasonable excuse (which includes an emergency, an order of the NSW 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

- 33.2** 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.
- 34.** 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 NSW 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

**35. The landlord and tenant agree that:**

- 35.1** the tenant may, with the landlord's prior written permission, transfer the tenant's tenancy under this agreement or sub-let the residential premises, and
- 35.2** 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
- 35.3** 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
- 35.4** without limiting clause 35.3, 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 35.3 and 35.4 do not apply to social housing tenancy agreements.

- 36. The landlord agrees** not to charge for giving permission other than for the landlord's reasonable expenses in giving permission.

### LANDLORD'S CHANGE OF ADDRESS

**37. The landlord agrees:**

- 37.1** 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
- 37.2** 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

- 37.3** 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
- 37.4** 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)

- 38. The landlord agrees** to give to the tenant, before the tenant enters 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*.
- 39. 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 Development Act 2015*, the *Strata Schemes (Leasehold Development) Act 1986*, the *Community Land Development Act 1989* or the *Community Land Management Act 1989*.

### MITIGATION OF LOSS

- 40. 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)

- 41. The tenant agrees** to pay bond instalments on time.
- 42. The tenant acknowledges** that:
- a) a rental bond may be payable on the commencement of this Residential Tenancy Agreement; or
- b) a rental bond may be payable after the commencement of this Residential Tenancy Agreement in accordance with section 156D of the *Residential Tenancies Act 2010* (NSW).
- 43. The tenant acknowledges** the landlord may give a termination notice to a tenant if the tenant fails to pay all or part of the rental bond in accordance with section 156C of the *Residential Tenancies Act 2010* (NSW).
- 44. The landlord agrees** that where the landlord or



the landlord's agent applies to the Rental Bond Board or the NSW 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:

- 44.1 details of the amount claimed, and
- 44.2 copies of any quotations, accounts and receipts that are relevant to the claim, and
- 44.3 a copy of a completed condition report about the residential premises at the end of this Residential Tenancy Agreement.

## SMOKE ALARMS

### 45. The landlord agrees to

- 45.1 ensure that smoke alarms are installed in the residential premises in accordance with the *Environmental Planning and Assessment Act 1979* if that Act requires them to be installed in the premises and are functioning in accordance with the regulations of the Act,
- 45.2 conduct annual check of all smoke alarms installed on the residential premises to ensure that smoke alarms are functioning, and
- 45.3 install or replace, or engage a person to install or replace, all removable batteries in all smoke alarms installed on the residential premises annually, except for smoke alarms that have a removable lithium battery, and
- 45.4 install or replace, or engage a person to install or replace, a removable lithium battery in a smoke alarm in the period specified by the manufacturer of the smoke alarm, and
- 45.5 engage an authorised electrician to repair or replace a hardwired smoke alarm, and
- 45.6 repair or replace a smoke alarm within 2 business days of becoming aware that the smoke alarm is not working unless the tenant notifies the landlord that the tenant will carry out the repair to the smoke alarm and the tenant carries out the repair, and
- 45.7 reimburse the tenant for the costs of a repair or replacement of a smoke alarm in accordance with clause 18 of the *Residential Tenancies Regulation 2019*, that the tenant is allowed to carry out.

**Note 1.** Under section 64A of the *Residential Tenancies Act 2010*, repairs to a smoke alarm includes maintenance of a smoke alarm in working order by installing or replacing a battery in the smoke alarm.

**Note 2.** Clauses 45.2 - 45.7 do not apply to a landlord of premises that comprise or include a lot in a strata scheme (within the meaning of the *Strata Schemes Management Act 2015*) if the owners corporation is responsible for the repair and replacement

of smoke alarms in the residential premises.

**Note 3.** A tenant who intends to carry out a repair to a smoke alarm may do so only in the circumstances prescribed for a tenant in clause 15 of the *Residential Tenancies Regulation 2019*.

### 46. The tenant agrees

- 46.1 to notify the landlord if a repair or a replacement of a smoke alarm is required, including replacing a battery in the smoke alarm, and
- 46.2 that the tenant may only replace a battery in a battery-operated smoke alarm, or a back-up battery in a hardwired smoke alarm, if the smoke alarm has a removable battery or a removable back-up battery, and
- 46.3 to give the landlord written notice, as soon as practicable if the tenant will carry out and has carried out a repair or replacement or engages a person to carry out a repair or replacement, in accordance with clauses 15-17 of the *Residential Tenancies Regulation 2019*.

**Note.** Clauses 46.2 and 46.3 do not apply to tenants under social housing tenancy agreements or tenants of premises that comprise or include a lot in a strata scheme (within the meaning of the *Strata Schemes Management Act 2015*) if the owners corporation is responsible for the repair and replacement of smoke alarms in the residential premises.

**47. 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.

**Note.** The regulations made under the *Environmental Planning and Assessment Act 1979* provide that it is an offence to remove or interfere with the operation of a smoke alarm or a heat alarm in particular circumstances.

## SWIMMING POOLS

(cross out this clause if there is no swimming pool)

**48. 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)

**49. The landlord agrees** to ensure that at the time that this Residential Tenancy Agreement is entered into:

- 49.1 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

- 49.2** a copy of that valid certificate of compliance or relevant occupation certificate is provided to the tenant.

**Note.** A swimming pool certificate of compliance is valid for 3 years from its date of issue.

## LOOSE-FILL ASBESTOS INSULATION (LFAI)

### 50. The landlord agrees:

- 50.1** 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
- 50.2** 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.

## COMBUSTIBLE CLADDING

**51.** The landlord agrees that if, during the tenancy, the landlord becomes aware of any of the following facts, the landlord will advise the tenant in writing within 14 days of becoming aware of the fact:

- 51.1** that the residential premises are part of a building in relation to which a notice of intention to issue a fire safety order, or a fire safety order, has been issued requiring rectification of the building regarding external combustible cladding,
- 51.2** that the residential premises are part of a building in relation to which a notice of intention to issue a building product rectification order, or a building product rectification order, has been issued requiring rectification of the building regarding external combustible cladding,
- 51.3** that the residential premises are part of a building where a development application or complying development certificate application has been lodged for rectification of the building regarding external combustible cladding.

## SIGNIFICANT HEALTH OR SAFETY RISKS

**52. The landlord agrees** that if, during the tenancy, the landlord becomes aware that the premises are subject to a significant health or safety risk, the landlord will advise the tenant in writing, within 14 days of becoming aware, that the premises are subject to the significant health or safety risk and the nature of the risk.

## ELECTRONIC SERVICE OF NOTICES AND OTHER DOCUMENTS

### 53. The landlord and the tenant agree:

- 53.1** to only serve any notices and any other documents, authorised or required by the *Residential Tenancies Act 2010* or the regulations or this agreement, on the other party by email if the other party has provided express consent, either as part of this agreement or otherwise, that a specified email address is to be used for the purpose of serving notices and other documents, and
- 53.2** to notify the other party in writing within 7 days if the email address specified for electronic service of notices and other documents changes, and
- 53.3** that they may withdraw their consent to the electronic service of notices and other documents at any time, by notifying the other party in writing, and
- 53.4** if a notice is given withdrawing consent to electronic service of notices and other documents, following the giving of such notice, no further notices or other documents are to be served by email.

## BREAK FEE FOR FIXED TERM OF NOT MORE THAN 3 YEARS

**54. 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 if the fixed term is not more than 3 years:

- 54.1** 4 weeks rent if less than 25% of the fixed term has expired,
- 54.2** 3 weeks rent if 25% or more but less than 50% of the fixed term has expired,
- 54.3** 2 weeks rent if 50% or more but less than 75% of the fixed term has expired,
- 54.4** 1 weeks rent if 75% or more of the fixed term has expired.

This clause does not apply if the tenant terminates a fixed term residential tenancy agreement for a fixed term of more than 3 years or if the tenant terminates a 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 and being in circumstances of domestic violence. Section 107 of the *Residential Tenancies Act 2010* regulates the rights of the landlord and tenant under this clause.

**55.** The landlord agrees that the compensation payable by the tenant for ending the residential tenancy agreement before the end of the fixed

term of not more than 3 years is limited to the amount specified in clause 54 and any occupation fee payable under the *Residential Tenancies Act 2010* for goods left on the residential premises.

**Note.** Section 107 of the *Residential Tenancies Act 2010* also regulates the rights of landlords and tenants for a residential tenancy agreement with a fixed term of more than 3 years.

## ADDITIONAL TERMS

(Additional terms may be included in this agreement if:

- (a) both the landlord and the tenant agree to the terms, and
- (b) they do not conflict with the *Residential Tenancies Act 2010*, the *Residential Tenancies Regulation 2019* 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 TERMS

### KEEPING OF PETS

#### 56. The landlord agrees

- 56.1** subject to any by-law applicable under clauses 38 and 39 prohibiting pets, that the tenant may keep pets in the residential premises if the pets do not interfere with the reasonable peace comfort and/or privacy of neighbours.
- 56.2** The tenant agrees to remove any pet within 48 hours where in the reasonable opinion of the landlord the pet is not suitable to be kept on the premises and the landlord gives the tenant written notice to that effect
- 56.3** Clauses 56.1 and 56.2 do not apply to restricted dogs as defined by the Companion Animals Act 1998 or dogs declared as dangerous pursuant to that Act. The tenant must not keep any such dogs on the premises.

#### 57. The tenant agrees:

- 57.1** to supervise and keep the animal within the premises, and
- 57.2** to ensure that the animal does not cause a nuisance, or breach the reasonable peace, comfort or privacy of neighbours, and
- 57.3** to ensure that the animal is registered and micro-chipped if required under law,
- 57.4** to comply with any council requirements, and
- 57.5** to have the carpet professionally cleaned or to pay the cost of having the carpet professionally cleaned at the end of the tenancy if cleaning is required because an

animal has been kept on the residential premises during the tenancy.

## NOTIFY THE LANDLORD OF ADDITIONAL OCCUPANT

### 58. The tenant agrees:

- 58.1** to give the landlord written notice within 28 days of any change of household membership; or
- 58.2** subject to clause 59, to give the landlord written notice when an additional occupant resides in the premises for longer than 28 days.

## NOTIFY THE LANDLORD OF ADDITIONAL OCCUPANT WHERE THERE IS ANTI-SOCIAL BEHAVIOUR

### 59. The tenant agrees, notwithstanding sub clause 58.2, to give the landlord written notice when an additional occupant resides in the premises for longer than 3 days if:

- 59.1** the landlord has given notice of a prior breach of this agreement to the tenant as well as notice requiring the tenant to give the landlord notice of any additional occupant who resides or may reside in the premises for longer than 3 days; or
- 59.2** the tenant lives in a neighbourhood which the landlord has determined is subject to a strategy directed at combating anti-social behaviour and the landlord has given the tenant notice that the strategy applies to the neighbourhood in which the tenant's premises are situated and that notice also requires the tenant to give the landlord notice of any additional occupant who resides or may reside in the premises for longer than 3 days.

## PROVISION OF INCOME AND ASSET DETAILS

### 60. The tenant agrees for the purposes of rental rebate assessment:

- 60.1** that the landlord may formulate policy for the granting of rental rebates and that in accordance with such policies the landlord may grant a rental rebate in its absolute discretion; and
- 60.2** to provide to the landlord such material and documentation as required by the landlord to verify all the income and assets of the tenant; and
- 60.3** to provide to the landlord such material, documentation, or written authority as required by the landlord to verify all the income and assets of all other persons residing in the residential premises; and
- 60.4** to notify the landlord in writing within 28

- days of any changes to the income and/or assets of the tenant; and
- 60.5** to notify the landlord in writing within 28 days of any changes to the income and/or assets of any other person residing in the premises; and
- 60.6** that the landlord may seek confirmation from any third party of the information provided under clauses 58 and 59 and sub-clauses 60.2 and 60.4; and
- 60.7** that the tenant will obtain the written consent on behalf of the landlord, within 28 days of the landlord's request, of all other persons residing in the residential premises for the purpose of the landlord seeking confirmation from any third party of the information provided under sub-clauses 60.3 and 60.5 in respect of those persons; and
- 60.8** for any third party to provide written confirmation requested by the landlord that any statements as to income or assets of the tenant or occupancy of the premises, as disclosed by the tenant from time to time, are true and correct. The confirmation requested might relate to any period of time. The authority in sub-clause 60.6 and the authority in this sub-clause cease upon the tenant giving the landlord written notice of cessation of the authority and the tenant having proof of receipt of such notice by the landlord; and
- 60.9** to obtain the written authority, within 28 days of the landlord's request, of all other persons residing in the residential premises for any third party to provide written confirmation requested by the landlord that any statements as to income or assets of persons residing in the residential premises, other than the tenant, are true and correct. The authority referred to in sub-clause 60.7 and the authority in this sub-clause cease upon the tenant giving the landlord written notice of cessation of the authority and the tenant having proof of receipt of such notice by the landlord; and
- 60.10** that failing, as required by clause 58 and 59 and this clause, to notify and/or verify income, assets or occupancy may result in the reduction or cancellation of the rental rebate from a date determined by the landlord.

#### **CLEANLINESS OF THE PREMISES**

- 61.** Consistently with sub-clause 17.1 of this agreement, the tenant agrees to keep the residential premises reasonably clean, including by:
- 61.1** not hanging any washing on any balcony or

verandah, forming part of the residential premises, in such a way as to be visible from outside the premises other than on any washing lines provided for the purpose; and

- 61.2** keeping any goods and objects stored on the premises out of public view and out of any common areas, particularly by keeping any unkempt and/or unregistered motor vehicles out of public view and out of any common areas; and
- 61.3** not placing any caravan on the premises without the agreement of the landlord, such agreement to comply with relevant local government laws.

#### **PERSONAL OCCUPANCY REQUIRED**

- 62.**
- 62.1** **The tenant agrees** that he or she will personally occupy the residential premises at all times.
- 62.2** Without limiting the operation or generality of sub-clause 60.1, **the tenant acknowledges** that the premises are intended to be available as social housing and that the payment of rent or maintaining of the premises does not constitute occupancy.

#### **NO LIGHTING OF FIRES**

- 63.** **The tenant** shall not light a fire on the residential premises to burn household or garden refuse or any other matter at any time.

#### **RENT DEDUCTION**

- 64.**
- 64.1** The tenant agrees to the regular fortnightly deduction by Centrelink from any Commonwealth welfare benefit accruing to the tenant of such amount of monies as are notified by the landlord to Centrelink as are required to pay rent, water charges, bond charges or other lawfully payable sums of monies with respect to this Residential Tenancy Agreement.
- 64.2** The tenant further agrees to sign a deduction authority to give immediate effect to clause 64.1 above.
- 64.3** The tenant acknowledges that, at or before the time of signing this Agreement, the tenant was given a copy of the "Authority for Rent Deduction."
- 64.4** The tenant agrees to the provision of all relevant personal and other information to Centrelink to give effect to the tenant's participation in the Rent Deduction Scheme.
- 64.5** The landlord acknowledges that the tenant

may choose to end the deduction authority at any time by notifying Centrelink or the landlord.

## UNDER OCCUPANCY

**65. The tenant** acknowledges that the landlord may give a notice of offer of alternative premises on the basis that the premises are not fully used and occupied having regard to, among other things, the number of persons residing at the premises, the size of the premises and the nature of the premises.

## SOCIAL HOUSING DEBTS

**66. The tenant agrees** to enter into reasonable arrangements for the repayment of any debt, incurred in connection with this or any prior social housing tenancy agreement, and to comply with those arrangements and any variations to those arrangements.

## RENEWABLE ENERGY & EMISSIONS TRADING SCHEMES AND TECHNOLOGIES

**67.**

**67.1 The tenant agrees** that the landlord is entitled to all rights and interests in relation to any certificate that may issue (or has issued) pursuant to any renewable energy or emissions trading schemes (Schemes), including the State Government's NSW Energy Efficiency Trading (NEET) Scheme, to the extent arising from the installation of anything, or any activities undertaken, by or on behalf of the landlord on or in relation to the residential premises, including without any limitation:

**67.1.1** the installation of solar water heaters or small generation units giving rise to an entitlement to create renewable energy certificates under the *Renewable Energy (Electricity) Act 2000 (Cth)*; and

**67.1.2** any activity giving rise to an entitlement to abatement certificates under the Greenhouse Gas Reduction Scheme pursuant to the *Electricity Supply Act 1995 (NSW)*.

**67.2 The landlord agrees** that the tenant will be entitled to all rights and interests in any certificate that may issue (or has issued) pursuant to the Schemes, to the extent arising from the installation of anything, or any activities undertaken, by the tenant on or in relation to the premises with the landlord's written consent, which consent may be on terms. For the avoidance of any

doubt, in consideration of the parties entering into this agreement, the landlord consents to the tenant installing energy efficient (or saving) light bulbs or globes and shower heads in the premises at his or her cost.

**67.3** Renewable energy or emissions technology, such as grid-interactivity or two way grid interconnections as between the premises and any electricity grid, may provide benefits to the parties under this agreement such as reduced electricity charges and lower maintenance costs. The tenant agrees that the landlord may determine during this agreement to implement any such technology in relation to the premises, in which case the determination may also provide for the tenant deriving some benefit in his or her capacity as a tenant under this agreement.

## ELIGIBILITY AND TENURE

**68.**

**68.1** The landlord may give the tenant a notice of termination as the result of an assessment by the landlord that the tenant is not eligible to reside in social housing premises.

**68.2** In making this assessment the landlord is to apply criteria, approved by the Minister, that are to be provided free of charge to the tenant on request.

**68.3** Those criteria must not relate to whether the tenant has complied with any terms of this agreement.

**68.4** If the tenant refuses to provide any information reasonably required for the landlord's assessment, then the landlord may determine that the tenant is not eligible to reside in the social housing premises under this agreement.

**68.5** For fixed term tenancies, the assessment may not be carried out prior to 6 months before the end of the fixed term.

**68.6** Before giving notice of termination, the landlord is to notify the tenant in writing of the landlord's decision to end the tenant's tenancy. The tenant then has 30 days in which to request the landlord to review this decision. If the tenant makes such a request, then no notice of termination can be given until any review has been completed in accordance with any Ministerial procedures.

**68.7** The notice of termination is to give the tenant under a fixed term tenancy must specify a termination date that is on or after the end of the fixed term and not earlier than 60 days after the day on which the notice is given. For other tenancies, the tenant is to get at least 60 days to vacate after the day

on which the notice is given.

## ALTERNATIVE OFFERS

### 69.

- 69.1** The landlord may give the tenant a notice of termination on the basis that the landlord has offered the tenant alternate social housing premises to those currently occupied by the tenant
- 69.2** Before giving such a notice of termination, the landlord is to notify the tenant in writing of the landlord's decision to end the tenant's tenancy. The tenant then has 14 days in which to request the landlord to review this decision. No notice of termination can be given until any such review has been completed unless the landlord and tenant enter into a new social housing tenancy agreement before the end of that 14-day period or any such review.
- 69.3** Unless the landlord and the tenant have agreed to a shorter time, the notice of termination is to give the tenant at least 30 days in which to vacate
- 69.4** The notice of termination is ineffective unless the alternative premises, which are related to the notice, are available no later than 7 days before the existing premises are required to be vacated
- 69.5** The notice of termination may relate to under occupancy in accordance with clause 64.

## RENTAL REBATE FRAUD

- 70. The tenant acknowledges** that a notice of termination may issue if the tenant receives a rental rebate or subsidy to which they are not entitled.

## ANTI-SOCIAL BEHAVIOUR

- 71. The tenant acknowledges** that behaviour of the kind described below may entitle the landlord to take action to terminate their tenancy. More particularly, the types of behaviour that are not acceptable include, without limitation to the *Residential Tenancies Act 2010*:
- 71.1** repeatedly making excessive noise such as shouting, screaming or playing loud music, especially late at night,
- 71.2** letting other members of the household including children behave in an uncontrolled manner,
- 71.3** leaving rubbish such as household garbage, broken appliances, discarded furniture and unregistered motor vehicles in the property or yard,

- 71.4** damaging any part of the property you live in, including roofing, walls, utility connections, pipes and electricity conduits,
- 71.5** damaging (willfully) any other property or public building in the neighbourhood,
- 71.6** going into other people's properties or yards without their permission,
- 71.7** threatening, abusing, intimidating or swearing at other people living nearby or visiting the neighbourhood,
- 71.8** Threatening, abusing, intimidating or swearing at DCJ staff or their associates.
- 71.9** throwing anything at people living nearby or visiting the neighbourhood,
- 71.10** assaulting people living nearby or visiting the neighbourhood,
- 71.11** Assaulting DCJ staff or their associates.
- 71.12** taking any other action that harasses, scares or distresses other people living nearby or visiting the neighbourhood,
- 71.13** letting dogs or other household pets stray from the property,
- 71.14** letting dogs or other household pets hurt others or damage property,
- 71.15** allowing visitors to do any of the things described above.

# 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 and a tenant who has granted the right to occupy residential premises to a sub-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.
- **loose filled asbestos insulation (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 ending this agreement include sale of the residential premises requiring vacant possession, breach of this agreement by the tenant and due to hardship or if the agreement is frustrated because the premises are destroyed, become wholly or partly uninhabitable or cease to be lawfully usable as a residence or are appropriated or acquired by any authority by compulsory process.

The grounds for the tenant include breach by the landlord of information disclosure provisions under section 26 of the Act (not revealed when this agreement was entered into), breach of this agreement by the landlord, due to hardship or if the agreement is frustrated because the premises are destroyed, become wholly or partly uninhabitable or cease to be lawfully usable as a residence or are appropriated or acquired by any authority by compulsory process.

## 6. Warning

It is an offence for any person to obtain possession of the residential premises without an order of the NSW 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.

## 7. Rental Rebate Fraud

The tenant acknowledges that a notice of termination may issue if the tenant receives a rental rebate or subsidy to which they are not entitled.