

TERMS AND CONDITIONS

It is agreed that all the information contained in this application is true and correct, and that the information is provided freely. It is agreed that the agent may contact any of the referees or references supplied for verification of this application.

The applicant agrees to the following:

1. It is agreed and understood that in the event of this application being rejected there is no requirement at law for the agent to disclose to you any reason for such rejection. It is also agreed that no objection for not being provided a reason for any rejection of this application will be raised.
2. It is agreed and understood that in the event of this application being approved by the agent, the agent may report any defaults that may occur from time to time in the tenancy with TICA DEFAULT TENANCY DATABASE and any other tenancy database which may be available. It is understood that in the event of a default being reported to TICA DEFAULT TENANCY DATABASE or any other tenancy database, the removal of such information is subject to the guidelines of the database companies.
3. It is agreed and understood that in the event of this application being approved all initial monies will be paid to the agency in FULL.
4. It is agreed that no keys for the property will be provided by the agent until such time as all monies owed are paid in full in accordance with clause 3 above
5. It is agreed that all tenants and approved occupants will abide by the policies of the agent as may be provided in relation to this tenancy.
6. It is agreed that the agent may photocopy information supplied for their records.
7. It is agreed that upon communication of acceptance of this application by the landlord or his agent that this tenancy shall be binding on both the landlord and the tenant. It is further agreed that all approved tenants will sign the Tenancy Agreement, and be bound by the terms and conditions of the Tenancy Agreement.

I/We have read and accept the above Terms and Conditions.

Signed by the Applicant

Name: _____ Signature: _____ Date: _____

RENTAL PROPERTY DETAILS

Property address: _____ Suburb: _____ State: _____ Postcode: _____

Weekly Rent (as advertised): \$ _____ Bond amount: \$ _____

Preferred payment: Weekly/Fortnightly/Monthly

Have you inspected the property: Yes/No Date inspected: _____

Rental period: _____ months Commencement date: _____

How did you find out about this property?:

Details:

Number of tenants: _____ Number of occupants/dependants: _____

Description of occupants/dependants:

Do you have pets: Yes/No if yes then how many pets: _____ Description: _____

APPLICANT DETAILS

PERSONAL DETAILS:

Title: _____ Given names: _____ Surname: _____ Date of birth: _____

Drivers lic/18+ card no.: _____ Passport no.: _____ Passport country: _____

Do you smoke? Yes/No _____ Have you recently applied for community or public housing? Yes/No _____

Has your tenancy ever been terminated by a landlord or agent? Yes/No _____

If yes give details: _____

Are you in debt to another landlord or agent? Yes/No _____

If yes give details: _____

Have any deductions ever been made from your rental bond? Yes/No _____

If yes give details: _____

CONTACT DETAILS:

Home ph.: _____ Mobile: _____ Work ph.: _____ Email: _____

EMERGENCY CONTACT DETAILS:

Given Name: _____ Surname: _____

Relationship: _____ Phone: _____

Work Phone: _____ Mobile: _____

Address: _____

VEHICLE Type: _____ Rego: _____ Owned or Financed: Owned/Financed _____

CURRENT ADDRESS:

Currently Renting?: Yes/No _____

Agent/Landlord name: _____

Email: _____ Contact name: _____

Period of occupancy: _____ Rent paid: \$ _____ per week Bond: \$ _____

Address: _____ Suburb: _____ State: _____ Postcode: _____

Reason for leaving: _____

PREVIOUS ADDRESS:

Were you Renting?: Yes/No _____

Agent/Landlord name: _____

Email: _____ Contact name: _____

Period of occupancy: _____ Rent paid: \$ _____ per week Bond: \$ _____

Address: _____ Suburb: _____ State: _____ Postcode: _____

Reason for leaving: _____

OCCUPATION (CURRENT EMPLOYER):

Occupation: _____ Employer: _____

Email: _____ Contact name: _____

Period of employment: _____ Income: \$ _____ nett per week

Address: _____ Suburb: _____ State: _____ Postcode: _____

OCCUPATION (PREVIOUS EMPLOYER):

Occupation: _____ Employer: _____

Email: _____ Contact name: _____

Period of employment: _____ Income: \$ _____ nett per week

Address: _____ Suburb: _____ State: _____ Postcode: _____

APPLICANT DETAILS (continued)

COMPANY OR BUSINESS: (If self employed evidence will be required such as Tax or Annual returns, please advise of details)

Company or business name: _____

ACN or ABN: _____ **Date formed:** _____

Address: _____ **Suburb:** _____ **State:** _____ **Postcode:** _____

Phone: _____ **Fax:** _____ **Domain:** _____

Accountant name: _____ **Phone:** _____

PERSONAL REFERER

Name: _____ **Relationship:** _____

Phone: _____ **Email:** _____

PROFESSIONAL REFERER 1

Name: _____ **Relationship:** _____

Phone: _____ **Email:** _____

PROFESSIONAL REFERER 2

Name: _____ **Relationship:** _____

Phone: _____ **Email:** _____

HOLDING FEE:

The holding fee can only be accepted after the application for tenancy is approved.

The holding fee (not exceeding 1 week's rent) of keeps the premises off the market for the prospective tenant for 7 days (or longer by agreement).

In consideration of the above holding fee paid by the prospective tenant, the landlord's agent acknowledges that:

- (i) The application for tenancy has been approved by the landlord; and
- (ii) The premises will not be let during the above period, pending the making of the residential tenancy agreement; and
- (iii) If the prospective tenant(s) decide not to enter into such an agreement, the landlord may retain the whole fee; and
- (iv) If a residential tenancy agreement is entered into, the holding fee is to be paid towards rent for the residential premises concerned.
- (v) The whole of the fee will be refunded to the prospective tenant if:
 - (a) the entering into of the residential agreement is conditional on the landlord carrying out repairs or other work and the landlord does not carry out the repairs or other work during the specified period
 - (b) the landlord/landlord's agent have failed to disclose a material fact(s) or made misrepresentation(s) before entering into the residential agreement.

Signature of Landlords agent

Date

Signature of Applicant

Date

100 POINT IDENTIFICATION CHECKLIST: Prior to any Tenancy Application being considered each applicant is required to produce sufficient identification which totals 100 points. Should you have difficulties in providing this identification please advise us prior to completing. Please tick which identification you are providing with this application.

***100 points must include: 1 document from the first line
1 document from the second line**

- | | | |
|--|--|---|
| <input type="checkbox"/> Drivers licence (30 points) * | <input type="checkbox"/> Proof of age card (30 points) * | <input type="checkbox"/> Passport (30 points) * |
| <input type="checkbox"/> Bank or credit card statement (30 points)** | <input type="checkbox"/> Pay advice (20 points)** | <input type="checkbox"/> |
| <input type="checkbox"/> Previous tenancy agreement (20 points) | <input type="checkbox"/> Rental bond receipts (15 points) | <input type="checkbox"/> Previous for rent receipts (20 points) |
| <input type="checkbox"/> Motor vehicle registration (15 points) | <input type="checkbox"/> Telephone account statement (15 points) | <input type="checkbox"/> Tenancy history ledger (15 points) Gas |
| <input type="checkbox"/> Council or water rates (15 points) | <input type="checkbox"/> Electricity account statement (15 points) | <input type="checkbox"/> account statement (15 points) |
| <input type="checkbox"/> Health care/Pension card (10 points) | <input type="checkbox"/> Medicare card (10 points) | <input type="checkbox"/> Birth Certificate (10 points) |

NSW FAIR TRADING TENANT CHECKLIST:

- I, the APPLICANT, have read and understood the Tenant Checklist

TICA PRIVACY ACT ACKNOWLEDGEMENT:

- I, the APPLICANT, have read and understood the Privacy Disclosure Form

OFFICE USE ONLY:

- | | |
|---|---|
| <input type="checkbox"/> EMPLOYMENT DETAILS CONFIRMED | <input type="checkbox"/> PREVIOUS AGENTS or LANDLORDS |
| <input type="checkbox"/> 100 POINT CHECKLIST PASSED | <input type="checkbox"/> TICA CHECK COMPLETED |
| <input type="checkbox"/> LANDLORD CONTACTED | <input type="checkbox"/> OTHER - |
| <input type="checkbox"/> ACCEPTED | <input type="checkbox"/> REJECTED |

TICA CHECK DETAILS:

- INFORMATION FOUND NO INFORMATION FOUND

NOTES:

Privacy Disclosure Form

This form provides information about how we use your personal information, as required by the Australian Privacy Principles in the Privacy Act 1988, and seeks your consent to disclosures to the TICA Group of companies (TICA) in specified circumstances. If you do not consent to the disclosure of your personal information to TICA we can not process your application. As a professional asset manager we collect personal information about you. The information we collect can be accessed by you by contacting our office.

Primary Purpose:

Before a tenancy is accepted we collect your information to assess the risk to our clients in providing you with a property you have requested to rent and if considered acceptable provide you with a tenancy for the property. In order to assess your application we disclose your personal information to: The Lessor / Owners for approval or rejection of your application, TICA Data Solutions Pty Ltd and TICA Assist Pty Ltd to assess the risk to our clients and verify the details provided in your tenancy application, Any other persons to validate information supplied in your application and Other Real Estate Agents to assess the risk to our clients

Secondary Purpose:

During and after the tenancy we may disclose your personal information to: Trades people to contact you for repairs and maintenance of the property, Tribunals or Courts having jurisdiction seeking orders or remedies, Debt Collection Agencies and affiliated industries, TICA Data Solutions Pty Ltd to record details of your tenancy history, Lessors / Owners insurer in the event of an insurance claim and Future rental references to other asset managers / owners.

TICA Statement

As the TICA Group may collect personal information about you, the following information about the TICA Group is provided in accordance with the Australian Privacy Principles in the Privacy Act 1988. TICA Data Solutions Pty Ltd (ABN 70 638 779 521) is a tenancy database that records tenants personal information from its members including tenancy application inquiries and tenancy history. TICA Assist Pty Ltd (ABN 28137 488 503) is a database company that records information from mercantile agents and associated industries. In accordance with the Australian Privacy Principles you are entitled to have access to any personal information that we may hold on any of our databases. To obtain your information from the TICA Group proof of identity will be required and can be made by mail to: TICA Public Inquiries PO BOX 120, CONCORD NSW 2137 a fee of \$19.80

TICA Primary Purpose

The TICA Group collects information from its members and provides such information to other members as a risk management system for the purpose of assessing a tenancy application. The TICA Group does not provide any information that it collects to any other individual or organization other than its own group of companies for any other purpose other than assessing a tenancy application or risk management system or locating system other than government departments and or agencies allowed by law to obtain information from the TICA Group.

The personal information that the TICA Group may hold is as follows: Name, date of birth, drivers license number, proof of age card number and or passport number (except Australian) and address at time of making a tenancy application, comments made by a TICA member in relation to your tenancy, which members you rented through and which members you applied to and which members are seeking you.

Signed by the Applicant

Name: _____

Signature: _____

Date: _____

Our Free One-Stop-Shop Utility Connection Service Form

Don't waste precious hours of your time ringing around to organise utility connections for your new home. Let Compare & Connect, the moving house utility connection specialists, do it for you.

We coordinate your connections and disconnections while getting you some of the best utility rates in the market from our large panel of suppliers.

What's even better is that our service is FREE!

Compare & Connect manages:

Please tick what services you would like:



Electricity



Gas



Water



Telephone



Pay TV



Internet



Home Insurance



Cleaning



Removalists

So we can provide you with on time connections please provide:

Personal Information

Dr " Mr " Mrs " Miss " Ms " (please circle)

Surname _____ Given Name/s _____

Property Address _____ Suburb _____

Post Code _____ DOB ____/____/____ Drivers License. _____ State _____

Home Phone _____ Work Phone _____ Mobile Phone _____

Email _____ Date of Connections ____/____/____

Office: _____ Agent: _____

Once Compare & Connect has received your application we will make all reasonable efforts to contact you within 24 hours of the nearest business day to identify how we can help.

You agree and acknowledge:

1. That you accept the Compare & Connect Terms and Conditions that may be accessed at www.compareandconnect.com.au/terms-and-conditions
2. You authorise and invite Compare & Connect to contact you by telephone, email, text message, MMS or any other form of communication in order to provide the services requested by you even if your details are registered on the Do Not Call Register.
3. That Compare & Connect may share your details with their suppliers and service providers in order to facilitate the connection and/or disconnection of the requested services.
4. That Compare & Connect may receive a fee from the suppliers and service providers, part of which may be paid to a Compare & Connect referral partner, and you are not entitled to any part of any such fee.
5. That Compare & Connect does not accept any liability on behalf of the suppliers and providers.

You further authorise Compare & Connect to:

6. Obtain the National Metering Identifier and/or Meter Installation Reference Number of the properties that you are vacating and/or relocating to.
7. Contact you with future promotions and offers.

By signing this application form you warrant that you are authorised to make this application and provide the invitation, consents, acknowledgments, authorisations and undertakings set out in this application form on behalf of all of the applicants listed herein

Signature

Date

Tenant information statement

What you must know before you start renting

Starting a tenancy

Landlords or agents must give all tenants a copy of this **Tenant information statement** before signing a residential tenancy agreement.

Make sure you read this information statement thoroughly before you sign a residential tenancy agreement. Ask questions if there is anything in the agreement that you do not understand.

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.

The landlord or agent must:

- ensure the property is vacant, reasonably clean, fit to live in and in good repair at the start of the tenancy
- provide and maintain the property in a reasonable state of repair
- meet health and safety laws (e.g. pool fencing, electrical installations, smoke alarms, window and balcony safety)
- ensure the property is reasonably secure
- respect your privacy and follow entry and notice requirements.

When renting, you must:

- pay the rent on time
- keep the property reasonably clean and undamaged and leave it in the same condition it was in when you moved in (fair wear and tear excepted)
- not use the property for anything illegal
- follow the terms of the tenancy agreement
- respect your neighbours' right to peace, comfort and privacy

What you must be told before you sign an agreement

Sometimes a rental property has something in its history that you should know before you sign an agreement.

The landlord or agent **must tell** you if the property is:

- planned to be sold
- subject to court proceedings where the mortgagee is trying to take possession of the property
- in a strata scheme and a strata renewal committee is currently established for the strata scheme.

The landlord or agent **must tell** you if they are aware of any of the following facts. If the property:

- has been subject to flooding from a natural weather event or bushfire in the last 5 years
- has significant health or safety risks (unless obvious to a reasonable person when the property is inspected)
- has been the scene of a serious violent crime (e.g. murder or aggravated assault) in the last 5 years
- is listed on the [loose-fill asbestos insulation register](#)
- has been used to manufacture or cultivate a prohibited drug or prohibited plant in the last 2 years
- is part of a building where a fire safety or building product rectification order (or a notice of intention to issue one of these orders) has been issued regarding external combustible cladding
- is part of a building where a development or complying development certificate application for rectification has been lodged regarding external combustible cladding
- is in a strata scheme where scheduled rectification work or major repairs will be carried out to common property during the fixed term of the agreement
- 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 any council waste services that are different to other properties in the council area
- has a driveway or walkway that others can legally use.

Penalties apply to landlords or agents if any of the above is not done.

What you must be given before you sign an agreement

Before you sign an agreement or move into the property, the landlord or agent **must give** you:

- a copy of this Tenant information statement
- a copy of the proposed tenancy agreement, filled out in the spaces provided
- 2 hard copies, or 1 electronic copy, of the condition report for the property completed by the landlord or agent
- a copy of the by-laws, if the property is in a strata scheme.

What you must be given at the time you sign an agreement

At the time you sign the agreement, the landlord or agent **must give** you:

- for any swimming or spa pools on the property, a valid certificate of compliance or occupation certificate (issued within the last 3 years). This does not apply if you are renting a property in a strata or community scheme that has more than 2 lots.

Before or at the start of the tenancy

The landlord or agent **must give** you:

- a copy of the key (or other opening device or information) to open any lock or security device for the rented property or common property, at no cost to you or any tenant named in the agreement.

The property must be fit to live in

The property must be reasonably clean, fit to live in and in a reasonable state of repair.

To be fit to live in, the property must (at a minimum):

1. be structurally sound
2. have adequate natural or artificial lighting in each room, except storage rooms or garages
3. have adequate ventilation
4. be supplied with electricity or gas, and have enough electricity or gas sockets for lighting, heating and other appliances
5. have adequate plumbing and drainage
6. have a water connection that can supply hot and cold water for drinking, washing and cleaning
7. have bathroom facilities, including toilet and washing facilities, that allow users' privacy.

The property could have other issues that may make it unfit for you to live in, even if it meets the

above 7 minimum standards. Before you rent the property, you should tell the landlord or agent to take steps (such as make repairs) to make sure the property is fit to live in.

Residential tenancy agreement

The tenancy agreement is a legal agreement. It must include certain standard terms that cannot be changed or deleted. It may also include additional terms. Verbal agreements are still binding on you and the landlord.

Condition report

You should have already received a copy of the condition report, completed by the landlord or agent, before you signed the agreement. This is an important piece of evidence and you should take the time to check the condition of the property at the start of the tenancy. If you do not complete the report accurately, money could be taken out of your bond (after you move out) to pay for damage that was already there when you moved in.

You must complete and give a copy of the condition report to your landlord or agent **within 7 days** after moving into the property. You must also keep a copy of the completed report.

Rent, receipts and records

Rent is a regular payment you make to the landlord to be able to live in the property. You cannot be asked to pay more than 2 weeks' rent in advance. Your landlord or agent cannot demand more rent until it is due.

Your landlord or agent can serve you with 14 days' termination notice if you are more than 14 days behind with the rent.

Your landlord or agent must:

- give you rent receipts (unless rent is paid into a nominated bank account)
- keep a record of rent you pay
- provide you with a copy of the rent record within 7 days of your written request for it.

Rental bonds

The bond is money you may have to pay at the start of the tenancy as security. It must be in the form of money and not as a guarantee. Your landlord or agent can only ask for 1 bond for a tenancy agreement. The bond payable cannot be more than 4 weeks rent. If the landlord agrees, you can pay the bond in instalments.

Your landlord or agent cannot make you pay a bond before the tenancy agreement is signed. If you pay the bond directly to Fair Trading using [Rental Bonds Online](#) (RBO) the landlord or agent will receive confirmation of this before they finalise the tenancy agreement.

Your landlord or agent must give you the option to use 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 Fair Trading. The landlord must deposit any bond you pay them with Fair Trading within 10 working days. If the bond is paid to the agent, the agent must deposit the bond with Fair Trading within 10 working days after the end of the month in which the bond was paid.

Discrimination when applying for rental property

It is against the law for a landlord or agent to discriminate on the grounds of your race, age, disability, gender, sexual orientation, marital status or pregnancy.

If you feel that a landlord or agent has declined your tenancy application or has treated you less favourably because of the above, you can contact the NSW Anti-Discrimination Board on 1800 670 812 or the Australian Human Rights Commission on 1300 656 419.

It is not against the law if a landlord or agent chooses not to have a tenant who smokes, or has a poor tenancy history or issues with rent payments.

Communicating with your landlord or agent

Your landlord must provide you with their name and a way for you to contact them directly, even if your landlord has an agent.

This information must be given to you in writing before or when you sign the tenancy agreement, or it can be included in the agreement you sign. Your landlord must also let you know, in writing, within 14 days of any changes to their details.

Some formal communication between you and the landlord or agent must be in writing to be valid, for example, termination notices. You can use email to serve notices or other documents but only if the landlord or agent has given you permission to use their nominated email address for this purpose.

During the tenancy

Can rent be increased during the tenancy?

For a fixed-term of less than 2 years, rent can only be increased during the fixed-term if the agreement sets out the increased amount or how the increase will be calculated. No written notice of the increase is required.

For a fixed-term of 2 years or more, or for a periodic agreement (i.e. where the fixed-term has expired or no fixed-term is specified), the rent can only be increased once in a 12-month period. You must get at least 60 days written notice.

Paying for electricity, gas and water usage

You may have to pay the cost for certain utilities as set out in the agreement. For example, you will pay for all:

- electricity, non-bottled gas or oil supply charges **if** the property is separately metered. Some exceptions apply for electricity or gas
- charges for the supply of bottled gas during the tenancy.

There are limits on when you need to pay for water usage charges. You can only be asked to pay for water usage if the property is separately metered (or water is delivered by vehicle) and meets the following water efficiency measures:

- all showerheads have a maximum flow rate of 9 litres per minute
- all internal cold-water taps and single mixer taps for kitchen sinks or bathroom hand basins have a maximum flow rate of 9 litres per minute
- any leaking taps or toilets on the property are fixed at the start of the agreement and whenever other water efficiency measures are installed, repaired or upgraded
- from 23 March 2025, toilets are dual flush and have a minimum 3-star WELS rating.

Repairs and maintenance

The property must always be fit for you to live in. The landlord is responsible for any repairs or maintenance, so the property is in a reasonable state of repair. They must also ensure the property meets health and safety laws.

You are responsible for looking after the property and keeping it clean and undamaged. If the property includes a yard, lawns and gardens, you must also keep these areas neat and tidy.

You need to tell your landlord or the agent of any necessary repairs or damage as soon as possible. They are responsible for arranging and paying for the repair costs unless you caused or allowed the damage. You are not responsible for any damage caused by a perpetrator of domestic violence during a domestic violence offence.

If the repair is an **urgent repair** e.g. where there is a burst water service, a blocked or broken toilet, a gas leak or dangerous electrical fault, your landlord or agent should organise these repairs as soon as reasonably possible, after being notified. If they do not respond to an urgent repair, you may be able to organise the work yourself and be reimbursed

a maximum amount of \$1,000 within 14 days from requesting payment in writing. A list of **urgent repairs** is available on the [Fair Trading website](#).

You can apply to Fair Trading for a rectification order if your landlord refuses or does not provide and maintain the property in a reasonable state of repair. Similarly, your landlord can apply to Fair Trading for a rectification order if you refuse or do not repair damage you have caused or allowed. You can also apply to the NSW Civil and Administrative Tribunal (the Tribunal) if your landlord does not carry out repairs.

Smoke alarms must be working

Landlords must ensure that smoke alarms are installed on all levels of the property. Your landlord must maintain the smoke alarms in your property to ensure they are working.

You should notify your landlord or agent if a smoke alarm is not working. They are responsible for repairing (including replacing a battery) or replacing a smoke alarm within 2 business days after they become aware that it is not working.

You can choose to replace a removable battery if it needs replacing, but you must notify the landlord if and when you do this. You are not responsible for maintaining, repairing or replacing a smoke alarm. However, there are some circumstances where you can arrange for a smoke alarm to be repaired or replaced.

Privacy and access

You have the right to reasonable peace, comfort and privacy when renting. Tenancy laws restrict when and how often your landlord, agent or other authorised person can enter the property during the tenancy. Your landlord, agent or authorised person can enter the property without your consent in certain circumstances if proper notice (if applicable) is provided.

For example:

- in an **emergency**, no notice is necessary
- if the **Tribunal orders** that access is allowed
- to carry out, or assess the need for, **necessary repairs or maintenance** of the property, if you have been given at least 2 days' notice
- to carry out **urgent repairs**, no notice is necessary
- to carry out **repairs or replacement of a smoke alarm**, if you have been given at least 1 hours' notice
- to **inspect or assess the need for repair or replacement of a smoke alarm**, if you have been given at least 2 business days' notice
- to carry out a **general inspection** of the property if you have been given at least 7 days' written notice (no more than 4 inspections during a 12-month period).

How to make 'minor' changes to the property

You can only make minor changes to the property with your landlord's written consent, or if the agreement allows it. Your landlord can only refuse your request if it is reasonable to do so e.g. if the work involves structural changes or is inconsistent with the nature of the property.

There are certain types of 'minor' changes where it would be unreasonable for your landlord to refuse consent. For example:

- secure furniture to a non-tiled wall for safety reasons
- fit a childproof latch to an outdoor gate in a single dwelling
- insert fly screens on windows
- install or replace internal window covering (e.g. curtains)
- install cleats or cord guides to secure blind or curtain cords
- install child safety gates inside the property
- install window safety devices for child safety (non-strata only)
- install hand-held shower heads or lever-style taps to assist elderly or disabled occupants
- install or replace hooks, nails or screws for hanging pictures etc.
- install a phone line or internet connection
- plant vegetables, flowers, herbs or shrubs in the garden
- install wireless removable outdoor security camera
- apply shatter-resistant film to window or glass doors
- make changes that don't penetrate a surface, or permanently modify a surface, fixture or structure of the property.

Some exceptions apply. The landlord can also require that certain minor changes be carried out by a qualified person.

You will be responsible for paying for the changes and for any damage you cause to the property. Certain rules apply for removing any modifications at the end of the tenancy.

Your rights in circumstances of domestic violence

Every person has the right to feel safe and live free from domestic violence. If you or your dependent child are experiencing domestic violence in a rental property, there are options available to you to improve your safety.

If you or your dependent child need to escape violence, you can end your tenancy immediately,

without penalty. To do this you must give your landlord a termination notice with the relevant evidence and give a termination notice to any co-tenants.

Or, if you wish to stay in your home, you can apply to the Tribunal for an order to end the tenancy of the perpetrator (if they are another co-tenant).

A tenant or any innocent co-tenant is not liable for property damage caused by the perpetrator of violence during a domestic violence offence.

Ending the tenancy

Termination notice must be given

A tenancy agreement is a legally binding agreement that can only be ended in certain ways. A tenancy will usually be ended by you or your landlord giving notice to the other party and you vacating on or by the date specified in the notice.

To end a tenancy, you need to give the landlord or agent a written termination notice with the applicable notice period. In some cases, you can apply directly to the Tribunal for a termination order without issuing a termination notice (for example if you are experiencing hardship).

If you do not leave by the date specified in the termination notice, the landlord or agent can apply to the Tribunal for termination and possession orders. If you do not comply with the Tribunal order, only a Sheriff's Officer can legally remove you from the property under a warrant for possession.

You cannot be locked out of your home under any circumstances unless a Sheriff's Officer is enforcing a warrant for possession issued by the Tribunal or a court.

Break fee for ending a fixed term agreement early

If you end a fixed term agreement early that is for 3 years or less, mandatory break fees may apply based on the stage of the agreement. If it applies, the set fee payable will be:

- 4 weeks rent if less than 25% of the lease had expired
- 3 weeks rent if 25% or more but less than 50% of the lease had expired
- 2 weeks rent if 50% or more but less than 75% of the lease had expired
- 1 week's rent if 75% or more of the lease had expired.

The break fee does not apply if you end the agreement early for a reason allowed under the Act.

Getting the rental bond returned

You should receive the bond in full at the end of the tenancy unless there is a reason for the landlord to make a claim against the bond. For example if:

- rent or other charges (e.g. unpaid water usage bills, break fee) are owing
- copies of the keys were not given back and the locks needed to be changed
- you caused damage or did not leave the property in a reasonably clean condition compared to the original condition report, apart from 'fair wear and tear'.

You are not liable for fair wear and tear to the property that occurs over time with the use of the property, even when the property receives reasonable care and maintenance.

Checklist

You should only sign the agreement when you can answer **Yes** to the following.

The tenancy agreement

- I have read the agreement and asked questions if there were things I did not understand.
- I understand the fixed-term of the agreement is negotiated before I sign, which means it can be for 6 months, 12 months, or some other period.
- I understand 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 understand that any additional terms to the agreement can be negotiated before I sign.
- I have checked that all additional terms to the agreement are allowed. For example, the agreement does not include a term requiring me to have the carpet professionally cleaned when I leave, unless it is required because the landlord has allowed me to keep a pet on the property.

Promised repairs

For any promises the landlord or agent makes to fix anything (e.g. replace the oven, etc.) or do other work (e.g. 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 agreement) that they will be done.

Upfront costs

- I am **not** required to pay:
 - more than 2 weeks rent in advance
 - more than 4 weeks rent as a rental bond.
- I am **not** being charged for:
 - the cost of preparing the tenancy agreement
 - the initial supply of keys and other opening devices to each tenant named in the agreement
 - being allowed to keep a pet on the property.

Top tips for problem-free renting

Some useful tips to help avoid problems when renting:

- Keep a copy of your agreement, 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 them later.
- 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.
- Comply with the terms of your agreement and never stop paying your rent, even if you don't think the landlord is complying with their side of the agreement (e.g. by failing to do repairs). You could end up being evicted if you do.
- Never make any changes to the property, or let other people move in without asking the landlord or agent for permission first.
- Keep a written record of your dealings with the landlord or agent (for example by keeping copies of emails or a diary record of your conversations, including the times and dates, who you spoke to and what they agreed to do). It is helpful to have any agreements in writing, for example requests for repairs. This is a useful record and can also assist if there is a dispute.

- Consider taking out home contents insurance to cover your belongings in case of theft, fires and natural disasters. The landlord's building insurance, if they have it, will not cover your belongings.
- 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 property and your agreement is going to end, consider asking for the agreement to be renewed for another fixed-term. This will remove any worry about being unexpectedly asked to leave and can help to lock in the rent for the next period.

More information

Visit the [Fair Trading website](https://www.fairtrading.nsw.gov.au) 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. Visit the Tenants' Union website at [tenants.org.au](https://www.tenants.org.au)

[fairtrading.nsw.gov.au](https://www.fairtrading.nsw.gov.au) **13 32 20**

Language assistance 13 14 50
(ask for an interpreter in your language)

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refer to the appropriate legislation.