

# Residential Tenancies Moratorium Application for rent negotiation

## Important information

- There is a [restriction](#) on landlords evicting tenants who are financially disadvantaged by COVID-19, unless a formal rent negotiation process has been undertaken
- Tenants must demonstrate they are eligible
- Negotiate rent reductions in good faith. That is, dealing honestly and fairly with one another to genuinely work together towards an agreement.
- Negotiate first before Fair Trading will assist. Provide evidence that you have attempted to negotiate in good faith

Complete all sections of this form and ensure you include all communications and evidence with your application.

**If you do not submit the form and all evidence with your application your matter will not progress.**

## Applicant Information

Name: \_\_\_\_\_ ✓ for  Tenant,  
 Address: \_\_\_\_\_  Landlord, or  
 Agency name: \_\_\_\_\_  Agent  
 Phone number: \_\_\_\_\_  
 Email address: \_\_\_\_\_

## Eligibility

To be eligible for the eviction moratorium, the applicant will need to prove that ONE or MORE rent paying members of the household:

- |  | YES | NO |
|--|-----|----|
| • have lost their job, income or work hours due to the impact of the COVID-19 pandemic, or   |     |    |
| • had to stop work or substantially reduce work hours due to illness with COVID-19, another member of the household's illness with COVID-19 or COVID-19 carer responsibilities for the household or family members |     |    |

AND

- this has resulted in a reduction in the total weekly household income (including government assistance) of at least 25%.  
**If you have answered NO to this part, you are not eligible and must honour your existing rental agreement.**

## Evidence

Copies of evidence to demonstrate you are eligible must be submitted with your application.

- |  | YES | NO |
|--|-----|----|
| Confirm you have attached:   |     |    |
| • Proof of job termination/stand-down, or loss of work hours (evidence needs to specify this occurred as a direct impact of COVID-19). |     |    |
| • Proof of Government income support (may not be applicable to all)  |     |    |
| • Proof of prior income  |     |    |
| • Other relevant evidence to show the reduction in income (if any).  |     |    |

## Respondent

Name: \_\_\_\_\_ ✓ for  Tenant,  
Address: \_\_\_\_\_  Landlord, or  
Agency name: \_\_\_\_\_  Agent  
Phone number: \_\_\_\_\_  
Email address: \_\_\_\_\_

## Summary of your complaint

- **Tenants** – include reasons why you require a rental adjustment, including your ability to pay and what debts you may be facing. Not attempting to negotiate and then paying no rent can result in a termination and eviction after the moratorium period, including substantial debt.
- **Landlords** – include reasons why your tenant needs to pay some rent, including impacts on your financial position

## Desired outcome

- **Tenants** – you are required to have an idea of how much rent you can pay. You may request that part of the rent is waived or deferred (repaid later). Depending on the landlord's circumstances, they may waive some of the rent or require the rent be deferred and repaid over time.
- **Landlords** – you are required to work with the tenant and decide if you are waiving the rent OR will consider deferring the rent with a repayment plan for part or all the arrears. This will depend upon your financial position.

## Next Steps

- [Submit](#) completed Application for Rent Negotiation form along with all supporting evidence and communications between parties. If you do not submit all evidence your matter will not progress.
- **Tenants who meet the above eligibility criteria** may apply to the NSW Civil & Administrative Tribunal ([NCAT](#)) to end the tenancy if:
  - \* the landlord refuses or fails to participate in a process provided by Fair Trading to negotiate rent reductions, or
  - \* the landlord and tenant are unable to agree on a rent reduction and repayment arrangement that would avoid financial hardship for the tenant. **Note:** NCAT may require a tenant to pay a break fee of up to 2 weeks rent if appropriate in the circumstances.
- **Landlords** can issue a termination notice or apply to NCAT to end the tenancy if they have participated in good faith in the rent negotiation process and if its [fair and reasonable](#) in the circumstances for the tenancy to be terminated. NCAT when considering applications may consider financial hardship of both tenant and landlord.