



New South Wales

# Residential Tenancies Regulation 2019

under the

Residential Tenancies Act 2010

[The following enacting formula will be included if this Regulation is made:]

Her Excellency the Governor, with the advice of the Executive Council, has made the following Regulation under the *Residential Tenancies Act 2010*.

Minister for Better Regulation and Innovation

## Explanatory note

The object of this Regulation is to repeal and remake, with amendments, the provisions of the *Residential Tenancies Regulation 2010*.

This Regulation provides for the following matters:

- (a) the standard form of residential tenancy agreements,
- (b) the form of condition reports for residential premises,
- (c) the forms to be used by medical practitioners when making a declaration that a person is a victim of domestic violence for the purposes of terminating a residential tenancy agreement under the *Residential Tenancies Act 2010*,
- (d) additional charges payable by landlords and tenants,
- (e) mandatory terms for long term leases,
- (f) the water efficiency measures required for residential premises if tenants are to be charged for water usage,
- (g) alterations to premises that are considered of a minor nature,
- (h) exemptions from that Act,
- (i) matters relating to enforcement of that Act, including the time limits for making applications to the Civil and Administrative Tribunal, limits on the Tribunal's monetary jurisdiction and offences for which penalty notices may be issued and the penalties that such notices may impose,
- (j) the interest payable on rental bonds.

This Regulation is made under the *Residential Tenancies Act 2010*, including sections 12 (1), 15, 19 (1), 20 (2) (e), 26 (1), 29 (6), 32 (c), 38 (1) (e), 39 (1) (b), 40 (1) (h), 44 (2), 64A (2)–(4), 66 (2A), 83 (2) (a), 98 (4), 105B (3), 105C (2) (d), 115 (3), 125 (3), 134 (3), 141 (2), 173, 175 (3), 187 (4) (a), 190 (1), 203 and 224 (the general regulation-making power).

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# public consultation draft

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## Residential Tenancies Regulation 2019

under the

Residential Tenancies Act 2010

### Part 1 Preliminary

#### 1 Name of Regulation

This Regulation is the *Residential Tenancies Regulation 2019*.

#### 2 Commencement

This Regulation commences on 2 December 2019 and is required to be published on the NSW legislation website.

#### 3 Definitions

(1) In this Regulation:

**council** has the same meaning as in the *Local Government Act 1993*.

**heritage item** means premises, or part of premises, that are:

- (a) listed on the State Heritage Register kept under the *Heritage Act 1977*, or
- (b) the subject of an interim heritage order or heritage agreement under that Act, or
- (c) identified as items of State or local environmental heritage under an environmental planning instrument, or
- (d) vested in, or controlled or managed by, the Historic Houses Trust of New South Wales.

**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*.

**public authority** means a public authority constituted by or under an Act, and includes:

- (a) a government department, and
- (b) a statutory body representing the Crown, and
- (c) a State owned corporation within the meaning of the *State Owned Corporations Act 1989* or a subsidiary (within the meaning of that Act),

but does not include a council.

**retirement village** has the same meaning as in the *Retirement Villages Act 1999*.

**strata scheme** has the same meaning as in the *Strata Schemes Management Act 2015*.

**the Act** means the *Residential Tenancies Act 2010*.

**Note.** The Act and the *Interpretation Act 1987* contain definitions and other provisions that affect the interpretation and application of this Regulation.

(2) Notes included in this Regulation (other than in Schedules 1, 2 and 3) do not form part of this Regulation.

## Part 2 Residential tenancy agreements

### 4 Standard form of residential tenancy agreements: s 15 of Act

- (1) The standard form of residential tenancy agreement is the form set out in Schedule 1.
- (2) The standard form of residential tenancy agreement set out in Schedule 1, when used for a residential tenancy agreement having a fixed term of more than 3 years, must be annexed to the form approved by the Registrar-General for registration under the *Real Property Act 1900*.
- (3) When this Regulation is amended by altering, adding or substituting a standard form of residential tenancy agreement, the amendment does not (subject to the Act) apply to a residential tenancy agreement entered into before the commencement of the amendment.

### 5 Prohibited terms: s 19 (1) of Act

For the purposes of section 19 (1) of the Act, a residential tenancy agreement must not contain a term having the effect that the tenant must use the services of a specified person or business to carry out any of the tenant's obligations under the agreement.

### 6 Long term leases: s 20 (2) (e) of Act

For the purposes of section 20 (2) (e) of the Act, the terms under sections 54 and 64A of the Act are prescribed.

### 7 Condition reports: s 29 (6) of Act

A condition report is to be in the form set out in Schedule 2.

## Part 3 Rights and obligations of landlords and tenants

### 8 Disclosure of information to tenants generally: s 26 (1) of Act

For the purposes of section 26 (1) of the Act, the following material facts are prescribed:

- (a) the residential premises have been subject to flooding or bush fire within the last 5 years,
- (b) the residential premises are subject to significant health or safety risks that are not apparent to a reasonable person on inspection of the premises,  
**Note.** Disclosure under this provision does not affect the legal obligations of the landlord with respect to the residential premises.
- (c) the residential premises are listed on the LFAI Register,
- (d) a person has been convicted of a serious indictable offence involving violent conduct that took place at the residential premises within the last 5 years,  
**Note.** Serious indictable offence is defined in the *Interpretation Act 1987* to mean an indictable offence that is punishable by imprisonment for life or for a term of 5 years or more.
- (e) a person has been convicted of an offence under the *Drug Misuse and Trafficking Act 1985* that took place at the residential premises within the last 2 years,
- (f) the landlord has been notified by the council or the NSW Police Force that the residential premises have been used for the purposes of the manufacture or cultivation of any prohibited drug or prohibited plant within the meaning of the *Drug Misuse and Trafficking Act 1985* within the last 2 years,
- (g) council waste services will be provided to the tenant on a different basis than is generally applicable to residential premises within the area of the council,
- (h) the tenant will not be able to obtain a residential parking permit in an area where only paid parking is provided because of the zoning of the land or another law applying to development on the land,
- (i) the existence of a driveway or walkway on the residential premises which other persons are legally entitled to share with the tenant.

### 9 Rebates may be repaid to social housing provider: s 32 (c) of Act

For the purposes of section 32 (c) of the Act, payment of an amount equal to the renewable energy rebate is prescribed if:

- (a) the tenant receives, as a rebate, an amount for the supply of electricity because of solar hot water panels, and
- (b) the tenant is a tenant under a social housing tenancy agreement, and
- (c) the tenant and the landlord agree that the tenant will pay the landlord the amount of the rebate.

### 10 Charges payable by social housing tenant of communal facilities: s 38 (1) (e) of Act

- (1) This clause applies to a tenant under a social housing tenancy agreement who uses a communal kitchen or other communal facilities under the agreement.
- (2) The tenant must pay to the landlord the following utility charges:
  - (a) reasonable charges for electricity and gas consumed by the tenant in using the kitchen or other facilities,
  - (b) reasonable charges for cleaning the kitchen or other facilities.

**11 Charges payable by social housing tenant for retirement village services: s 38 (1) (e) of Act**

(1) This clause applies to a tenant under a social housing tenancy agreement for residential premises that would be in a retirement village but for the fact that the landlord is:

- (a) the Aboriginal Housing Office, or
- (b) the New South Wales Land and Housing Corporation.

(2) The tenant must pay to the landlord any charges for optional services that the tenant agrees are to be provided by or on behalf of the operator of a retirement village.

(3) In this clause:

*operator*, of a retirement village, means an operator of a retirement village within the meaning of the *Retirement Villages Act 1999*.

*optional services* means services that would be optional services within the meaning of the *Retirement Villages Act 1999* if the services were provided by an operator of a retirement village under that Act.

**12 Water efficiency measures required for payment of usage charges by tenants: s 39 (1) (b) of Act**

For the purposes of section 39 (1) (b) of the Act, the prescribed water efficiency measures are:

- (a) all showerheads on the premises have a maximum flow rate of 9 litres per minute, and
- (b) all internal cold water taps and single mixer taps for kitchen sinks or bathroom hand basins on the premises have a maximum flow rate of 9 litres per minute, and
- (c) there are no leaking taps on the premises at the commencement of the residential tenancy agreement or when the water efficiency measures are installed, whichever is the later.

**Note.** Taps and showerheads having a maximum flow rate of 9 litres per minute have a 3 star water efficiency rating.

**13 Additional charges payable by landlord: s 40 (1) (h) of Act**

(1) A tenant is exempt from the operation of section 38 (1) (a) of the Act, in relation to the payment of charges for the access fees, however described, in relation to gas (except bottled gas) if:

- (a) the premises do not have any appliances, supplied by the landlord, for which gas is required, and
- (b) the tenant does not use gas on the premises.

(2) For the purposes of section 40 (1) (h) of the Act, a landlord must pay any charges for the access fees, however described, in relation to gas (except bottled gas), if:

- (a) the premises do not have any appliances, supplied by the landlord, for which gas is required, and
- (b) the tenant does not use gas supplied to the premises on the premises, and
- (c) the premises are separately metered.

**14 Manner of repairs to hardwired smoke alarms: s 64A (2) (a) of Act**

For the purposes of section 64A (2) (a) of the Act, the landlord must engage a qualified professional to carry out repairs to a hardwired smoke alarm unless:

- (a) the repair is installing or replacing a battery in the smoke alarm, and

- (b) the instructions, supplied with the smoke alarm by the manufacturer of the smoke alarm, do not recommend that the installing or replacing of the battery should be carried out by a qualified professional.

## **15 Time period for repairs of smoke alarms: s 64A (2) (b) of Act**

- (1) For the purposes of section 64A (2) (b) of the Act, a smoke alarm that is not working must be repaired within 72 hours after the landlord is notified of that fact.

**Note.** It is a term of the Standard Form Agreement that the tenant must notify the landlord if repairs to a smoke alarm are required, including replacing a battery in the smoke alarm, unless the tenant repairs the smoke alarm as allowed under clause 16.

- (2) A landlord must install or replace a battery, other than a non-removable or non-replaceable battery, in a smoke alarm with a battery specified or recommended by the manufacturer of the smoke alarm:
  - (a) for a removable or replaceable lithium battery—in the period specified by the manufacturer of the smoke alarm in the instructions supplied with the smoke alarm, in relation to replacing a lithium battery, or
  - (b) otherwise—annually.

## **16 Tenant repair of smoke alarm: s 64A of Act**

- (1) For the purposes of section 64A (3) of the Act, a tenant, other than a tenant under a social housing tenancy agreement, may replace a battery in a smoke alarm if:
  - (a) the smoke alarm is not hardwired, and
  - (b) the smoke alarm does not have a non-removable or non-replaceable battery.
- (2) For the purposes of section 64A (4) of the Act, a tenant who carries out a repair to a smoke alarm under subclause (1) is entitled to reimbursement from the landlord within 14 days after the tenant has given the landlord written notice.
- (3) The written notice specified under subclause (2) must:
  - (a) set out details of the repair the tenant has carried out and the cost of the repair, and
  - (b) be accompanied by receipts or copies of receipts for the repair paid by the tenant, and
  - (c) be given to the landlord or the landlord's agent as soon as practicable after the repair was carried out.

## **17 Alterations to residential premises: s 66 (2A) of Act**

- (1) For the purposes of section 66 (2A) (a) of the Act, the following are kinds of alterations of a minor nature:
  - (a) securing furniture to a wall of premises if it is necessary for the safe use of the furniture,
  - (b) fitting a childproof lock to an exterior gate of a single dwelling,
  - (c) installing fly screens on windows,
  - (d) installing or replacing an internal window covering,
  - (e) installing child safety gates inside the premises,
  - (f) installing window safety devices for child safety,
  - (g) installing hand-held shower heads or lever-style taps for the purpose of assisting elderly or disabled people,
  - (h) installing or replacing hooks, nails or screws for hanging paintings and other items,



- (i) installing or replacing a carriage service for connecting a phone line or accessing the internet and any facility or customer equipment associated with the provision of the service,
  - (j) planting vegetables, flowers, herbs or shrubs if:
    - (i) existing vegetation or plants do not need to be removed, and
    - (ii) for shrubs—the shrubs will not grow to more than 2 metres in height,
  - (k) installing wireless removable outdoor security cameras,
  - (l) making a modification that does not penetrate a surface, or permanently modify a surface, fixture or the structure of the premises.
- (2) For the purposes of section 66 (2A) (b) of the Act, an alteration specified in subclause (1) (g) or (i) may be conditional.
- (3) However, this clause does not apply:
- (a) to premises under a residential tenancy agreement that comprise or include a lot in a strata scheme if the alteration:
    - (i) affects common property, other than a prescribed alteration that is cosmetic work (within the meaning of section 109 (2) of the *Strata Schemes Management Act 2015*), or
    - (ii) would contravene the by-laws made for the strata scheme, or
  - (b) to premises listed on the LFAI register, or
  - (c) to premises that are a heritage item, or
  - (d) to premises under a residential tenancy agreement in:
    - (i) a residential community within the meaning of the *Residential (Land Lease) Communities Act 2013*, or
    - (ii) a retirement village, or
  - (e) if a valid termination notice has been given to the tenant in accordance with Division 2 of Part 5 of the Act.
- (4) Subclause (1) (k) does not apply in relation to a landlord of a social housing premises.
- (5) In this clause:  
**furniture** includes bookcases, drawers, wardrobes, sideboards and televisions.  
**window covering** includes curtains and blinds.

**18 Circumstances of domestic violence—declaration by competent person: ss 105B (3) and 105C (2) (d)**

For the purposes of sections 105B (3) and 105C (2) (d) of the Act, a declaration by a competent person is to be in the form and contain the matters set out in Schedule 3.

## Part 4 Exemptions

### 19 New South Wales Land and Housing Corporation and Aboriginal Housing Office not required to use online rental bond service

The New South Wales Land and Housing Corporation and the Aboriginal Housing Office are exempt from the operation of section 159 (1A) of the Act.

### 20 Refuge or crisis accommodation

- (1) A residential tenancy agreement under which a person resides in refuge or crisis accommodation provided by a prescribed authority is exempt from the operation of the Act.
- (2) A residential tenancy agreement under which a person resides in a moveable dwelling that is in a caravan park is exempt from the operation of the Act if:
  - (a) the dwelling is owned by the owner or operator of the caravan park, and
  - (b) the person is residing in the caravan park as a result of a written referral made to the owner or operator by a prescribed authority, and
  - (c) the referral specifies that accommodation in the caravan park is required as temporary refuge or temporary crisis accommodation, and
  - (d) the referral has not expired.
- (3) For the purposes of subclause (2), a referral expires at the end of 30 days (or, if extended, 60 days) after the day on which the person started to reside, as a result of the referral, in the caravan park.
- (4) A referral may be extended by written request, made by the prescribed authority to the owner or operator of the caravan park, for the owner or operator to continue providing accommodation in the caravan park to the person.
- (5) Despite subclauses (1) and (2), an exemption under this clause does not apply if the parties to the agreement agree in writing that the agreement is not to be exempt.
- (6) In this clause:

**caravan park** means land on which caravans (or caravans and other moveable dwellings) are installed or placed and includes a manufactured home estate within the meaning of the *Local Government Act 1993*.

**moveable dwelling** has the same meaning as in the *Local Government Act 1993* but does not include a tent.

**operator**, of a caravan park, means a person who manages, controls or otherwise operates the caravan park, whether or not the person is the owner of the caravan park.

**prescribed authority** means:

- (a) a public authority, or
- (b) a council, or
- (c) another body or organisation that is wholly or partly funded by the Commonwealth or the State, or
- (d) an agency of the Commonwealth or the State.

### 21 Equity purchase agreements

- (1) A residential tenancy agreement that is entered into by a tenant with a person or persons and that forms part of an equity purchase agreement is exempt from the operation of the Act.
- (2) In this clause, **equity purchase agreement** means a series of agreements that include a residential tenancy agreement and provide for:

- (a) the initial purchase by the tenant, as a tenant in common, of not less than 20% of the owner's interest in the residential premises, and
- (b) the further purchase by the tenant, from time to time, of a greater percentage of the owner's interest in the premises.

## 22 Heritage properties

- (1) Residential premises that comprise, or are part of, a heritage item are exempt from the operation of the Act if the landlord is the Crown, a public authority or a council (other than the New South Wales Land and Housing Corporation or the Aboriginal Housing Office).
- (2) This clause does not apply if the parties to the residential tenancy agreement agree in writing that the residential premises are not to be exempt from the operation of the Act.

## 23 St Patrick's Estate, Manly

- (1) A residential tenancy agreement in respect of St Patrick's Estate land is exempt from the operation of the Act if the agreement is in writing, states that this clause applies to the agreement, and one of the following applies:
  - (a) the agreement is for a term of 17 years or more (excluding any period for which the agreement could be renewed by the exercise of an option) but less than 99 years, or
  - (b) the agreement extends the term of an agreement exempt under paragraph (a) (the *first agreement*), so that the term of the agreement ends less than 99 years after the beginning of the term of the first agreement, or
  - (c) the agreement renews the first agreement for a further term for not less than 17 years (excluding any period for which the agreement could be renewed by the exercise of an option) and that ends less than 99 years from the beginning of the term of the first agreement.
- (2) The exemption of a residential tenancy agreement from the operation of the Act under this clause does not:
  - (a) affect any other residential tenancy agreement (a *sublease*) effecting a demise of:
    - (i) the tenant's interest under the exempt agreement, or
    - (ii) any interest derived from that interest, or
  - (b) affect the rights or obligations under the Act, as landlord and tenant under the sublease, of the parties to the sublease.
- (3) In this clause, *St Patrick's Estate land* means the land, held by the Trustees of the Roman Catholic Church for the Archdiocese of Sydney, identified in clauses 23B (5) and 23BA (4) and (5) of the repealed *Residential Tenancies (Residential Premises) Regulation 1995*.

## 24 Life tenancies

- (1) Residential premises that are subject to a life tenancy are exempt from the operation of the Act.
- (2) This clause does not apply to residential premises occupied by a sub-tenant of a life tenant.
- (3) In this clause, *life tenancy* means a legal or equitable right of a person to occupy residential premises as a tenant for life.

## **25 Residential colleges and halls of residence in educational institutions**

- (1) Residential premises used, or intended for use, principally as a residential college or hall of residence for students of an educational institution are exempt from the operation of the Act if the premises are:
  - (a) located within the institution, or
  - (b) owned by the institution, or
  - (c) provided for that use by a person or body that provides the premises under a written agreement with the institution to provide accommodation to students of the institution.
- (2) Despite subclause (1), a part of residential premises referred to in subclause (1) is not exempt from the operation of the Act if:
  - (a) the landlord and the tenant agree in writing that the part of the residential premises is to be subject to the Act, or
  - (b) allocations for the part of the residential premises have been applied for, or provided, under the *National Rental Affordability Scheme Act 2008* of the Commonwealth, unless the application is withdrawn or is unsuccessful.
- (3) In this clause, **educational institution** means premises used for education, that are:
  - (a) a school, or
  - (b) a tertiary institution that provides formal education and is constituted by or under an Act.

## **26 Condition reports from preceding agreement may be used again**

A landlord and a tenant are exempt from the operation of section 29 (1)–(3) of the Act if:

- (a) the landlord and the tenant enter into a new residential tenancy agreement for residential premises already occupied by the tenant under a previous residential tenancy agreement, and
- (b) the landlord and the tenant agree that a previous condition report for the residential premises is to apply for the purposes of the tenancy created by the new residential tenancy agreement.

## **27 Exemption for particular providers from landlord's information statement**

A landlord is exempt from the operation of section 31A of the Act if the landlord is:

- (a) the New South Wales Land and Housing Corporation, or
- (b) the Aboriginal Housing Office, or
- (c) a registered community housing provider within the meaning of the *Community Housing Providers National Law (NSW)*.

## **28 Additional charges payable by tenant for social housing tenancy agreements and separately metered gas**

- (1) A landlord of social housing premises is exempt from the operation of section 40 (1) (c) of the Act, in relation to the payment of charges for the supply of gas at residential premises if:
  - (a) the social housing premises use hot water, heated by gas, from a centralised system shared by more than one residential premises, and
  - (b) the premises are situated within the building that is supplied with hot water from the centralised hot water system, and

- (c) the premises have an individual hot water meter that records the amount of hot water provided to the premises from the centralised hot water system, and
  - (d) the charge payable for the premises is calculated using the individual hot water meter readings and the common factor calculated in accordance with the Retail Market Procedures.
- (2) For the purposes of section 38 (1) (e) of the Act, a tenant for a social housing tenancy agreement must pay any charges for the supply of gas at the residential premises, the subject of the agreement, that are not separately metered if the circumstances in subclause (1) (a)–(d) apply to the premises.
- (3) In this clause, *Retail Market Procedures* has the same meaning as in the *National Gas (NSW) Law*.

## **29 Social housing tenancy agreements and rent increases**

A social housing tenancy agreement is exempt from the operation of section 41 (1B) of the Act if the tenant is receiving a rental rebate in accordance with Part 7 of the *Housing Act 2001*.

## **30 Strata scheme**

Section 64A of the Act does not apply to a residential tenancy agreement if:

- (a) the agreement relates to residential premises that comprise or include a lot in a strata scheme, and
- (b) the landlord has advised the tenant, in writing, that the owners corporation of the strata scheme is responsible for the repair and maintenance of smoke alarms situated in the residential premises.

**Note.** The Standard Form Agreement provides for a way the landlord may advise the tenant for the purposes of paragraph (b).

## **31 Social housing tenancy agreements and rectification orders**

A landlord and a tenant of social housing premises are exempt from the operation of Division 5A of Part 3 of the Act.

## Part 5 Enforcement

### **32 Times for making applications to Tribunal: ss 44 (2), 83 (2) (a), 98 (4), 115 (3), 125 (3), 134 (3), 141 (2), 175 (3) and 190 (1) of Act**

- (1) For the purposes of section 44 (2) of the Act, the prescribed period is within 30 days after the notice of the increase is given.
- (2) For the purposes of section 83 (2) (a) of the Act, the prescribed period is within 30 days after the termination date specified in the relevant termination notice.
- (3) For the purposes of section 98 (4) of the Act, the prescribed period is within 7 days after the termination notice is given.
- (4) For the purposes of section 115 (3) of the Act, the prescribed period is:
  - (a) if the termination notice was given under section 85 of the Act—within 30 days after the termination notice is given, or
  - (b) otherwise—within 14 days after the termination notice is given.
- (5) For the purposes of section 125 (3) of the Act, the prescribed period is within 30 days after the applicant was given notice of proceedings for the recovery of possession of residential premises.
- (6) For the purposes of section 134 (3) of the Act, the prescribed period is:
  - (a) for the purposes of section 134 (1) (a) of the Act—within 30 days after the applicant becomes aware that goods have been disposed of otherwise than in accordance with the Act, or
  - (b) for the purposes of section 134 (1) (b) of the Act—within 30 days after the applicant becomes aware that goods have been damaged, or
  - (c) for the purposes of section 134 (1) (c) of the Act—within 3 months after the applicant becomes aware that the goods are in the possession of the landlord or landlord's agent, or
  - (d) for the purposes of section 134 (1) (d) of the Act—within 6 months after the residential tenancy agreement is terminated.
- (7) For the purposes of section 141 (2) of the Act, the prescribed period is within 30 days after the cancellation of the rent rebate takes effect.
- (8) For the purposes of section 175 (3) of the Act, the prescribed period is within 6 months after the rental bond is paid out.
- (9) For the purposes of section 190 (1) of the Act, the prescribed period is within 3 months after the applicant becomes aware of the breach.

### **33 Monetary limit of jurisdiction of Tribunal: s 187 (4) (a) of Act**

- (1) For the purposes of section 187 (4) (a) of the Act, the amount prescribed for an order with respect to a rental bond is \$40,000.
- (2) For the purposes of section 187 (4) (a) of the Act, the amount prescribed for an order that relates to a matter, other than a matter with respect to a rental bond, is \$40,000.
- (3) If an order is made by the Tribunal, in accordance with section 187 of the Act, with respect to both a rental bond and another matter, the amount payable under the order must not exceed \$80,000.

## **Part 6 Miscellaneous**

### **34 Interest payable on rental bonds: s 173 of Act**

- (1) The Secretary is to pay interest on an amount of rental bond paid.
- (2) The rate of interest payable on a rental bond paid is the rate payable by the Commonwealth Bank of Australia on an Everyday Access Account balance of \$1,000 as at the last day of the month the interest is being calculated.
- (3) The interest is to be compounded on 30 June and 31 December each year.

## Part 7 Repeal, savings and transitional provisions

### Division 1 Repeal

#### 35 Repeal

The *Residential Tenancies Regulation 2010* is repealed.

### Division 2 Savings and transitional provisions

#### 36 Definition

In this Division, *existing residential tenancy agreement* means a residential tenancy agreement in force immediately before the commencement of this Regulation.

#### 37 Savings

Any act, matter or thing that, immediately before the repeal of the *Residential Tenancies Regulation 2010*, had effect under that Regulation continues to have effect under this Regulation.

**Note.** Section 30 of the *Interpretation Act 1987* also provides that the repeal of a regulation does not affect the operation of any savings or transitional provision contained in the regulation.

#### 38 Long term lease mandatory terms apply to existing agreements

- (1) Clause 6 extends to a long term lease entered into before the commencement of this Regulation.
- (2) In this clause, *long term lease* means a fixed term agreement for a fixed term of 20 years or more.

#### 39 Construction of existing agreements

Clauses 14–17, 29 and 30 extend to an existing residential tenancy agreement.

#### 40 Limit on exemption under clause 28

Clause 28 does not apply to a social housing tenancy agreement entered into before the commencement of this Regulation.

#### 41 Monetary limits of jurisdiction of Tribunal for existing applications

If an application is made to the Tribunal before the commencement of this Regulation, and not finally decided, the monetary limit for the Tribunal prescribed under clause 23 of the repealed *Residential Tenancies Regulation 2010* continues to apply in respect of the application.



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## Schedule 1 Standard Form Agreement

(Clause 4 (1))

### Standard form residential tenancy agreement

This agreement is made on \_\_\_\_\_ at \_\_\_\_\_

#### Between

##### Landlord

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

[Insert business address or residential address of landlord (s)]

[Insert corporation name and business address of landlord (s) if landlord (s) is a corporation]

##### Tenant

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

##### Landlord's agent details

[Insert name of landlord's agent (if any) and contact details]

##### Tenant's agent details

[Insert name of tenant's agent (if any) and contact details]

##### Term of agreement

The term of this agreement is:

6 months

12 months

2 years

3 years

5 years

Other (please specify):

Periodic (no end date)

starting on \_\_\_\_ / \_\_\_\_ /20\_\_\_\_ and ending on \_\_\_\_ / \_\_\_\_ /20\_\_\_\_ [Cross out if not applicable]

**Note.** For a residential tenancy agreement having a fixed term of more than 3 years, the agreement must be annexed to the form approved by the Registrar-General for registration under the *Real Property Act 1900*.

##### Residential premises

The residential premises are [Insert address].

The residential premises include:

[Include any inclusions, for example, a parking space or furniture provided. Attach additional pages if necessary.]

##### Rent

The rent is \$ \_\_\_\_\_ per \_\_\_\_\_ payable in advance starting on \_\_\_\_ / \_\_\_\_ /20\_\_\_\_ .

The method by which the rent must be paid:

(a) to \_\_\_\_\_ at \_\_\_\_\_ by cash or cheque, or

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

BSB number:

account number:

account name:

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payment reference: \_\_\_\_\_, or

(c) as follows:

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

## Rental bond

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

A rental bond of \$ \_\_\_\_\_ must be paid by the tenant on signing this agreement. The amount of the rental bond must not be more than 4 weeks rent.

Rental Bond Online reference (if lodged online): \_\_\_\_\_

## IMPORTANT INFORMATION

### Maximum number of occupants

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

### Urgent repairs

Nominated tradespeople for urgent repairs:

Electrical repairs: \_\_\_\_\_ Telephone: \_\_\_\_\_

Plumbing repairs: \_\_\_\_\_ Telephone: \_\_\_\_\_

Other repairs: \_\_\_\_\_ Telephone: \_\_\_\_\_

### Water usage

Will the tenant be required to pay separately for water usage?

Yes  No

If yes, see clauses 12 and 13.

### Smoke alarms

Indicate whether the smoke alarms installed in the residential premises are hardwired or battery operated:

Hardwired smoke alarm

Battery operated smoke alarm

If the smoke alarms are battery operated, are the smoke alarms of a kind the tenant can change?

Yes  No

If the *Strata Schemes Management Act 2015* applies to the residential premises, is the owners corporation of the strata scheme responsible for the repairs and maintenance of smoke alarms in the residential premises?

Yes  No

### Strata by-laws

Are there any strata or community scheme by-laws applicable to the residential premises?

Yes  No

If yes, see clauses 38 and 39.

### Giving notices and other documents electronically *[optional]*

*[Cross out if not applicable]*

Indicate below for each person whether the person provides express consent to any notice and any other document under section 223 of the *Residential Tenancies Act 2010* being given or served on them by email. The *Electronic Transactions Act 2000* applies to notices and other documents you send or receive electronically.

*[You should only consent to electronic service if you check your emails regularly. If there is more than one tenant on the agreement, all tenants should agree on a single email address for electronic service. This will help ensure co-tenants receive notices and other documents at the same time.]*

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## Landlord

Does the landlord give express consent to the electronic service of notices and documents?

Yes  No

If yes, see clause 48.

[Specify email address to be used for the purpose of serving notices and documents.]

## Tenant

Does the tenant give express consent to the electronic service of notices and documents?

Yes  No

If yes, see clause 48.

[Specify email address to be used for the purpose of serving notices and documents.]

## Condition report

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

## Tenancy laws

The *Residential Tenancies Act 2010* and the *Residential Tenancies Regulation 2019* apply to this agreement. Both the landlord and the tenant must comply with these laws.

## RIGHT TO OCCUPY THE PREMISES

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

## COPY OF AGREEMENT

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

## RENT

3. **The tenant agrees:**
  - 3.1 to pay rent on time, and
  - 3.2 to reimburse the landlord for the cost of replacing rent deposit books or rent cards lost by the tenant, and
  - 3.3 to reimburse the landlord for the amount of any fees paid by the landlord to a bank or other authorised deposit-taking institution as a result of funds of the tenant not being available for rent payment on the due date.
4. **The landlord agrees:**
  - 4.1 to provide the tenant with at least one means to pay rent for which the tenant does not incur a cost (other than bank fees or other account fees usually payable for the tenant’s transactions) and that is reasonably available to the tenant, and
  - 4.2 not to require the tenant to pay more than 2 weeks rent in advance or to pay rent for a period of the tenancy before the end of the previous period for which rent has been paid, and
  - 4.3 not to require the tenant to pay rent by a cheque or other negotiable instrument that is post-dated, and
  - 4.4 to accept payment of unpaid rent after the landlord has given a termination notice on the ground of failure to pay rent if the tenant has not vacated the residential premises, and
  - 4.5 not to use rent paid by the tenant for the purpose of any amount payable by the tenant other than rent, and
  - 4.6 to give a rent receipt to the tenant if rent is paid in person (other than by cheque), and

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- 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 the tenant may, by agreement, change the manner in which rent is payable under this agreement.

## RENT INCREASES

- 5. **The landlord and the tenant agree** that the rent cannot be increased after the end of the fixed term (if any) of this agreement or under this agreement 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 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, gas (except bottled gas) or oil to the tenant at the residential premises that are not separately metered, and
  - 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 charges for the access to gas (except bottled gas) to the residential premises if the premises do not have any appliances, supplied by the landlord, for which gas is required and the tenant does not use gas supplied to the premises, if the premises are separately metered.

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**Note.** Clause 10.3 does not apply to social housing tenancy agreements in certain circumstances, in accordance with clause 28 of the *Residential Tenancies Regulation 2019*.

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

**11.1** all charges for the supply of electricity, gas (except bottled gas) or oil to the tenant at the residential premises if the premises are separately metered, 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 28 of the *Residential Tenancies Regulation 2019*.

**11.2** all charges for the supply of bottled gas to the tenant at the residential premises, and

**11.3** all charges for pumping out a septic system used for the residential premises, and

**11.4** any excess garbage charges relating to the tenant's use of the residential premises, and

**11.5** water usage charges, if the landlord has installed water efficiency measures referred to in clause 12 and the residential premises:

**11.5.1** are separately metered, or

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

**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 has 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 per minute,

**12.4.2** all showerheads have a maximum flow rate of 9 litres per minute,

**12.4.3** there are no leaking taps at the commencement of this agreement or when the water efficiency measures are installed, whichever is the later.

**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.**

## 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:**

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- 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.
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, and
  - 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, and
  - 18.5 to make sure that all light fittings on the premises have 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

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- (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 have working light globes 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** to comply with all statutory obligations relating to the health or safety of the residential premises.

## 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 defined in the *Residential Tenancies Act 2010* and are defined as follows:

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

## SALE OF THE PREMISES

- 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 the 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

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- 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, 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 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 is given 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 (that 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.
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 minor alterations specified by clause 17 (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** not to remove, without the landlord's permission, any fixture attached by the tenant that was paid for by the landlord or for which the landlord gave the tenant a benefit equivalent to the cost of the fixture, and
- 30.4** to notify the landlord of any damage caused by removing any fixture attached by the tenant, and
- 30.5** to repair any damage caused by removing the fixture or compensate the landlord for the reasonable cost of repair.

**31. The landlord agrees** not to unreasonably refuse consent 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 minor alterations to which it would be unreasonable for a landlord to withhold consent and which of those alterations the landlord may give consent to on the condition that the alteration 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 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 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 each tenant under this agreement a copy of any key or other opening device or information to open any lock or security device that the landlord changes as soon as practicable (and no later than 7 days) after the change.

**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 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 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 the tenant agree that:**

- 35.1** the tenant may, with the landlord's written permission, transfer the tenant's tenancy under this agreement or sub-let the residential premises, and
- 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

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**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.

## CHANGE IN DETAILS OF LANDLORD OR LANDLORD'S AGENT

**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 *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 landlord agrees** that, where the landlord or the landlord's agent applies to the Rental Bond Board or the Civil and Administrative Tribunal for payment of the whole or part of the rental bond to the landlord, the landlord or the landlord's agent will provide the tenant with:

**41.1** details of the amount claimed, and

**41.2** copies of any quotations, accounts and receipts that are relevant to the claim, and

**41.3** a copy of a completed condition report about the residential premises at the end of the residential tenancy agreement.

## SMOKE ALARMS

**42. The landlord agrees** to:

**42.1** ensure that smoke alarms are installed in accordance with the *Environmental Planning and Assessment Act 1979* if that Act requires them to be installed in the premises, and

**42.2** install or replace all batteries in all smoke alarms installed on the residential premises annually, except for smoke alarms that have a non-removable or a non-replaceable lithium battery, and

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- 42.3 install or replace a removable or replaceable lithium battery in a smoke alarm in the period specified by the manufacturer of the smoke alarm, and
- 42.4 carry out repairs to a smoke alarm within 72 hours of being notified that the smoke alarm is not working, and
- 42.5 reimburse the tenant for the costs of a repair, in accordance with clause 16 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 42.2–42.5 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 maintenance of smoke alarms in the residential premises.

**43. The tenant agrees:**

- 43.1 to notify the landlord if repair to a smoke alarm is required, including replacing a battery in the smoke alarm, unless the tenant replaces the battery in accordance with clause 43.2, and
- 43.2 that the tenant may only replace a battery in a smoke alarm if the smoke alarm is not hardwired and does not have a non-removable or non-replaceable battery, and
- 43.3 that the tenant will give the landlord written notice, as soon as practicable after the tenant carries out a repair, in accordance with clause 16 of the *Residential Tenancies Regulation 2019*.

**Note.** Clauses 43.2–43.3 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 repairs and maintenance of smoke alarms in the residential premises.

**44. The landlord and the tenant each agree** not to remove or interfere with the operation of a smoke alarm installed on the residential premises unless they have a reasonable excuse to do so.

## SWIMMING POOLS

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

**45. 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]*

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

- 46.1 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
- 46.2 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

**47. The landlord agrees:**

- 47.1 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
- 47.2 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.

## ELECTRONIC SERVICE OF NOTICES AND OTHER DOCUMENTS

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

- 48.1 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

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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

- 48.2** 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
- 48.3** 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
- 48.4** 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

- 49. 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 for 3 years or less:

- (a) 4 weeks rent if less than 25% of the fixed term has expired, or
- (b) 3 weeks rent if 25% or more but less than 50% of the fixed term has expired, or
- (c) 2 weeks rent if 50% or more but less than 75% of the fixed term has expired, or
- (d) 1 week's 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.

- 50. 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 49 and any occupation fee payable under the *Residential Tenancies Act 2010* for goods left on the residential premises.

## 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 TERM—PETS

[Cross out this clause if not applicable]

- 51. The tenant agrees** not to keep animals on the residential premises without obtaining the landlord's consent.
- 52. The landlord agrees** that the tenant may keep the following animals on the residential premises:
- 53. The tenant agrees** to have the carpet professionally cleaned or to have the residential premises fumigated if the cleaning or fumigation is required because animals have been kept on the residential premises during the tenancy.

## 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.

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

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

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

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

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

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

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

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

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

3. **Ending a fixed term agreement**

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

4. **Ending a periodic agreement**

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

5. **Other grounds for ending agreement**

The *Residential Tenancies Act 2010* also authorises the landlord and the tenant to end this agreement on other grounds. The grounds for the landlord include sale of the residential premises, breach by the landlord of information disclosure provisions under section 26 of the Act, breach of this agreement by the tenant and hardship. The grounds for the tenant include sale of the residential premises (not revealed when this agreement was entered into), breach of this agreement by the landlord and hardship. For more information refer to that Act or contact NSW Fair Trading on 13 32 20.

6. **Warning**

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

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

**Note.** Section 9 of the *Electronic Transactions Act 2000* allows for agreements to be signed electronically in NSW if the parties consent. If an electronic signature is used then it must comply with Division 2 of Part 2 of the *Electronic Transactions Act 2000*.

**SIGNED BY THE LANDLORD**

[Signature of landlord]:

[Date]:

**LANDLORD INFORMATION STATEMENT**

The landlord acknowledges that, at or before the time of signing this residential tenancy agreement, the landlord has read and understood the contents of an information statement published by NSW Fair Trading that sets out the landlord's rights and obligations.

[Signature of landlord]:

[Date]:

**SIGNED BY THE TENANT**

[Signature of tenant]:

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[Date]:

## **TENANT INFORMATION STATEMENT**

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

[Signature of tenant]:

[Date]:

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

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

## Schedule 2 Condition report

(Clause 7)

### Condition report

#### *HOW TO COMPLETE*

- 1 Three copies, or one electronic copy, of this condition report should be completed and signed by the landlord or the landlord's agent.
- 2 Before the tenancy begins, the landlord or the landlord's agent must inspect the residential premises and record the condition of the premises by indicating whether the particular room item is clean, undamaged and working by placing "Y" (YES) or "N" (NO) in the appropriate column (see example below). Where necessary, comments should be included in the report. The landlord or the landlord's agent must also indicate "yes" or "no" in relation to the matters set out under the headings "Minimum standards", "Health issues", "Smoke Alarms", "Other Safety issues", "Communications facilities" and "Water usage charging and efficiency devices".
- 3 If the residential premises are separately metered for water and if the tenant has agreed to pay for water usage charges under the residential tenancy agreement, the landlord or landlord's agent must also indicate whether the residential premises has the required water efficiency measures.
- 4 Two copies, or one electronic copy, of the report, which have been completed and signed by the landlord or the landlord's agent, must be given to the tenant before or when the tenant signs the agreement. The landlord or landlord's agent keeps the third copy or the electronic copy.
- 5 As soon as possible after the tenant signs the agreement, the tenant must inspect the residential premises and complete the tenant section of the condition report. The tenant indicates agreement or disagreement with the condition indicated by the landlord or landlord's agent by placing "Y" (YES) or "N" (NO) in the appropriate column and by making any appropriate comments on the form. The tenant may also comment on the matters under the headings "Minimum standards", "Health issues", "Smoke Alarms", "Other Safety issues", "Communications facilities" and "Water usage charging and efficiency devices".
- 6 The tenant must return one copy of the completed condition report to the landlord or landlord's agent **within 7 days** after taking possession of the residential premises and is to keep the other copy or the completed electronic copy. The tenant is not required to do this if the landlord has failed to give the tenant either two copies, or one electronic copy, of the completed condition report (see (d) above).
- 7 If photographs or video recordings are taken at the time the inspection is carried out, it is recommended that all photographs or video recordings are signed and dated by all parties. Any photographs or video recordings should be attached under the heading "Photographs/video recordings of the premises".  
NOTE: Photographs and/or video recordings are not a substitute for accurate written descriptions of the condition of the premises.
- 8 At, or as soon as practicable after, the termination of the tenancy agreement, both the landlord and the tenant should complete the copy of the condition report that the landlord or the tenant has retained, indicating the condition of the premises at the end of the tenancy. This should be done in the presence of the other party, unless the other party has been given a reasonable opportunity to be present and has not attended the inspection.

#### *IMPORTANT NOTES ABOUT THIS REPORT*

- (a) It is a requirement that a condition report be completed by the landlord and the tenant (see above). This condition report is an important record of the condition of the residential premises when the tenancy begins and may be used as evidence of the state of repair or

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general condition of the premises at the commencement of the tenancy. It is important to complete the condition report accurately. It may be vital if there is a dispute, particularly about the return of the rental bond money and any damage to the premises.

- (b) At the end of the tenancy, the premises will be inspected and the condition of the premises at that time will be compared to that stated in the original condition report.
- (c) A tenant is not responsible for fair wear and tear to the premises. Fair wear and tear is a general term for anything that occurs through ordinary use, such as the carpet becoming worn in frequently used areas. Intentional damage, or damage caused by negligence, is not fair wear and tear.
- (d) A condition report must be filled out whether or not a rental bond is paid.
- (e) If you do not have enough space on the report you can attach additional pages. All attachments should be signed and dated by all parties to the residential tenancy agreement.
- (f) Call **NSW Fair Trading on 13 32 20** or visit **[www.fairtrading.nsw.gov.au](http://www.fairtrading.nsw.gov.au)** for more information about the rights and responsibilities of landlords and tenants or before completing the condition report.

## EXAMPLE

### Condition of premises at START of tenancy

Key: C = Clean; U = Undamaged; W= Working

	C	U	W	Landlord/ agent comments	Tenant agrees	Tenant Comments
<b>ENTRANCE/HALL</b>						
front door/screen door/security door	Y	Y	Y		Y	
walls/picture hooks	Y	Y	Y	3 picture hooks	N	2 picture hooks
doorway frames	Y	Y	Y		Y	
windows/screens/window safety devices	Y	Y	Y		Y	
ceiling/light fittings	Y	Y	Y		N	stain on ceiling
blinds/curtains	Y	Y	Y		Y	
lights/power points/door bell	Y	Y	Y		Y	
skirting boards	Y	Y	Y		Y	
floor coverings	N	Y		carpet stain near window	Y	



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## ADDRESS OF PREMISES:

The tenant/s received a copy of this report on (date):

## CONDITION REPORT

Condition of premises at START of tenancy					Condition of premises at END of tenancy						
Key: C = Clean; U = Undamaged; W= Working											
C	U	W	Landlord/ agent comments	Tenant agrees	Tenant comments	C	U	W	Landlord/ agent comments	Tenant agrees	Tenant comments

### ENTRANCE/ HALL

front door/  
screen door/  
security door

walls/picture  
hooks

doorway  
frames

windows/  
screens/  
window  
safety  
devices

ceiling/light  
fittings

blinds/  
curtains

lights/power  
points/door  
bell

skirting  
boards

floor  
coverings

other

### LOUNGE ROOM

walls/picture  
hooks

doors/  
doorway  
frames

windows/  
screens/  
window  
safety  
devices

ceiling/light  
fittings

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	Condition of premises at START of tenancy					Condition of premises at END of tenancy						
	C	U	W	Landlord/ agent comments	Tenant agrees	Tenant comments	C	U	W	Landlord/ agent comments	Tenant agrees	Tenant comments
blinds/ curtains												
lights/power points												
skirting boards												
floor coverings												
other												
<b>DINING ROOM</b>												
walls/picture hooks												
doors/ doorway frames												
windows/ screens/ window safety devices												
ceiling/light fittings												
blinds/ curtains												
lights/power points												
skirting boards												
floor coverings												
other												
<b>KITCHEN</b>												
walls/picture hooks												
doors/ doorway frames												
windows/ screens/ window safety devices												

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	Condition of premises at START of tenancy					Condition of premises at END of tenancy						
	C	U	W	Landlord/ agent comments	Tenant agrees	Tenant comments	C	U	W	Landlord/ agent comments	Tenant agrees	Tenant comments
ceiling/light fittings												
blinds/curtains												
lights/power points												
skirting boards												
floor coverings												
cupboards/drawers												
bench tops/tiling												
sink/taps/disposal unit												
stove top/hot plates												
oven/griller												
exhaust fan/range hood												
dishwasher												
other												
<b>BEDROOM 1</b>												
walls/picture hooks												
built-in wardrobe/shelves												
doors/doorway frames												
windows/screens/window safety devices												
ceiling/light fittings												
blinds/curtains												



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Condition of premises at START of tenancy					Condition of premises at END of tenancy						
Key: C = Clean; U = Undamaged; W= Working											
C	U	W	Landlord/ agent comments	Tenant agrees	Tenant comments	C	U	W	Landlord/ agent comments	Tenant agrees	Tenant comments

other

## **BEDROOM 2**

walls/picture  
hooks

built-in  
wardrobe/  
shelves

doors/  
doorway  
frames

windows/  
screens/  
window  
safety  
devices

ceiling/light  
fittings

blinds/  
curtains

lights/ power  
points

skirting  
boards

floor  
coverings

other

## **BEDROOM 3**

walls/picture  
hooks

built-in  
wardrobe/  
shelves

doors/  
doorway  
frames

windows/  
screens/  
window  
safety  
devices

ceiling/light  
fittings

blinds/  
curtains

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Condition of premises at START of tenancy					Condition of premises at END of tenancy						
Key: C = Clean; U = Undamaged; W= Working											
C	U	W	Landlord/ agent comments	Tenant agrees	Tenant comments	C	U	W	Landlord/ agent comments	Tenant agrees	Tenant comments
			lights/power points								
			skirting boards								
			floor coverings								
			other								
			<b>BATHROOM</b>								
			walls/tiles								
			floor tiles/floor coverings								
			doors/ doorway frames								
			windows/ screens/ window safety devices								
			ceiling/light fittings								
			blinds/ curtains								
			lights/power points								
			bath/taps								
			shower/ screen/taps								
			wash basin/taps								
			mirror/ cabinet/ vanity								
			towel rails								
			toilet/cistern/ seat								
			toilet roll holder								
			heating/ exhaust fan/vent								

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Condition of premises at START of tenancy					Condition of premises at END of tenancy						
Key: C = Clean; U = Undamaged; W= Working											
C	U	W	Landlord/ agent comments	Tenant agrees	Tenant comments	C	U	W	Landlord/ agent comments	Tenant agrees	Tenant comments

other

## LAUNDRY

walls/tiles

floor  
tiles/floor  
coverings

doors/  
doorway  
frames

windows/  
screens/  
window  
safety  
devices

ceiling/light  
fittings

blinds/  
curtains

lights/power  
points

washing  
machine/taps

exhaust fan/  
vent

washing tub

dryer

other

## SECURITY/ SAFETY

external door  
locks

window locks

keys/other  
security  
devices

security/  
alarm system

smoke alarms

electrical  
safety switch

other

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Condition of premises at START of tenancy					Condition of premises at END of tenancy						
Key: C = Clean; U = Undamaged; W= Working											
C	U	W	Landlord/ agent comments	Tenant agrees	Tenant comments	C	U	W	Landlord/ agent comments	Tenant agrees	Tenant comments

## GENERAL

heating/air  
conditioning

staircase/  
handrails

external  
television  
antenna/tv  
points

balcony/  
porch/deck

swimming  
pool

swimming  
pool  
fence/gate

gates/fences

grounds/  
garden

garden hose/  
fittings

watering  
system

lawns/edges

letter  
box/street  
number

water tanks/  
septic tanks

garbage bins

paving/  
driveways

clothesline

garage/  
carport/  
storeroom

garden shed

hot water  
system

gutters/  
downpipe

other



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## MINIMUM STANDARDS

The landlord must indicate whether the following apply to the residential premises:

Are the premises structurally sound?  Yes  No

**Note.** Premises are structurally sound only if the:

- (a) floors, ceilings, walls, supporting structures (including foundations), doors, windows, roof, stairs, balconies, balustrades and railings are:
  - (i) in a reasonable state of repair, and
  - (ii) are not liable to collapse because they are rotted or otherwise defective, and
- (b) floors, ceiling, walls and supporting structures are not subject to significant dampness, and
- (c) roof, ceilings and windows do not allow water penetration into the premises.

Do the premises have adequate:

- (a) natural or artificial lighting in each room (excluding storage rooms or garages)?  Yes  No
- (b) ventilation?  Yes  No
- (c) electricity outlet sockets or gas outlet sockets for the supply of lighting and heating to the premises, and for the use of appliances in the premises?  Yes  No
- (d) plumbing and drainage?  Yes  No

Are the premises:

- (a) supplied with electricity?  Yes  No
- (b) supplied with gas?  Yes  No
- (c) 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?  Yes  No

Do the premises contain bathroom facilities, including toilet and washing facilities that allow privacy for the user?  Yes  No

Does the tenant agree with all of the above?  Yes  No

If no, specify which items:

## HEALTH ISSUES

The landlord must indicate whether the following apply to the residential premises:

- (a) are there any signs of mould and dampness?  Yes  No
- (b) are there any pests and vermin?  Yes  No
- (c) has any rubbish been left on the premises?  Yes  No
- (d) are the premises listed on the Loose-Fill Asbestos Insulation Register?  Yes  No

## SMOKE ALARMS

The landlord must indicate the following:

Have smoke alarms been installed in the residential premises in accordance with the *Environmental Planning and Assessment Act 1979* (including any regulations made under that Act)?  Yes  No

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Have all the smoke alarms installed on the residential premises been tested and found to be in working order?  Yes  No

Date last tested:

Have the batteries in all the smoke alarms been replaced within the last 12 months, except for smoke alarms that have non-removable or non-replaceable batteries?  Yes  No

Date batteries were last changed:

Have the batteries in all the smoke alarms that have a removable or replaceable lithium battery been replaced in the period specified by the manufacturer of the smoke alarm?  Yes  No

Date batteries were last changed:

**Note.** Section 64A of the *Residential Tenancies Act 2010* provides that repairs to a smoke alarm includes maintenance of a smoke alarm in working order by installing or replacing a battery in the smoke alarm.

## OTHER SAFETY ISSUES

The landlord must indicate whether the following apply to the residential premises:

Are there any visible signs of damaged appliances (if appliances are included as part of the tenancy)?  Yes  No

Are there any visible hazards relating to electricity (e.g. a loose or damaged electricity outlet socket, loose wiring or sparking power points)?  Yes  No

Are there any visible hazards relating to gas (e.g. a loose or damaged gas outlet socket or an open-ended gas pipe or valve)?  Yes  No

## COMMUNICATION FACILITIES

The landlord must indicate whether the following communications facilities are available:

(a) a telephone line is connected to the residential premises  Yes  No

(b) an internet line is connected to the residential premises  Yes  No

## WATER USAGE CHARGING AND EFFICIENCY DEVICES *[only applicable if tenant pays water usage charges for the residential premises]*

Are the residential premises separately metered?  Yes  No

The landlord must indicate the following:

(a) all showerheads have a maximum flow rate of 9 litres per minute  Yes  No

(b) all internal cold water taps and single mixer taps in kitchen sinks or bathroom hand basins have a maximum flow rate of 9 litres per minute  Yes  No

(c) no leaking taps on residential premises  Yes  No

Water meter reading at START of tenancy: Lph

Date of reading:

Water meter reading at END of tenancy: Lph

Date of reading:

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**FURNITURE:** (See attached list)

Landlord/agent's

Signature:

Date:

Tenant's

Signature:

Date:

**ADDITIONAL COMMENTS ON MINIMUM STANDARDS, HEALTH ISSUES, SMOKE ALARMS, OTHER SAFETY ISSUES, COMMUNICATION FACILITIES, WATER USAGE CHARGING AND EFFICIENCY DEVICES**

*[may be added by landlord or tenant, or both]*

**APPROXIMATE DATES WHEN WORK LAST DONE ON RESIDENTIAL PREMISES**

Installation of water efficiency measures:

Installation, repair or maintenance of smoke alarms:

Painting of premises (external):

Painting of premises (internal):

Flooring laid/replaced/cleaned:

**LANDLORD'S PROMISE TO UNDERTAKE WORK** *[Delete if not required]*

The landlord agrees to undertake the following cleaning, repairs, additions or other work during the tenancy:

The landlord agrees to complete that work by:

Landlord/agent's

Signature:

**Note.** Further items and comments may be added on additional pages signed by the landlord/agent and the tenant and attached to this report.

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**PHOTOGRAPHS/VIDEO RECORDINGS OF THE PREMISES** [*Please attach*]

## Schedule 3 Declaration by competent person

(Clause 18)

### Termination of tenancy in circumstances of domestic violence

#### Purpose of this declaration

Under the *Residential Tenancies Act 2010*, a tenant can terminate a residential tenancy agreement without being penalised if the tenant or the tenant's dependent child is in circumstances of domestic violence.

To terminate the agreement, the tenant must give to the landlord a termination notice together with one of the documents that the Act requires to be annexed to a domestic violence termination notice. One of those specified documents is a signed declaration by a medical practitioner that the tenant, or the tenant's dependent child, is a victim of domestic violence perpetrated by the "relevant domestic violence offender" during the currency of the residential tenancy agreement.

A "relevant domestic violence offender" must be the tenant's co-tenant or former co-tenant, or an occupant or former occupant of the tenant's residence or a person with whom the tenant has or has had a domestic relationship. For this reason, the tenant has to identify a particular person and the name of that person has to be recorded in this declaration.

**Note.** The use of the term "relevant domestic violence offender" is only for the purposes of establishing whether the tenant is in circumstances of domestic violence under the Act. It does not mean that the person identified by the tenant as the perpetrator of the domestic violence has been convicted of a domestic violence offence.

#### Who can make this declaration

You can only make this declaration if:

- you are a medical practitioner registered under the *Health Practitioner Regulation National Law (NSW)* in the medical profession, and
- you have consulted with the tenant, and
- if applicable, you have also consulted with any dependent child of the tenant who is the victim of the domestic violence.

#### How to complete this declaration

You must complete all parts of this form.

1. Before you complete this form, you will need to assess if, in your professional opinion, the tenant, or the tenant's dependent child, is a victim of domestic violence that occurred during the tenant's current tenancy.
2. **You are not required to prove that an incident of domestic violence has taken place.** Your assessment should be based on your professional observations and the information you obtain during your consultation.
3. Once you have made your assessment, you should complete this form by:
  - (a) entering the details of the tenant and, if applicable, the details of the tenant's dependent child, and
  - (b) entering the name of the relevant domestic violence offender, based on the information provided to you by the tenant, and
  - (c) nominating the type of relationship between the tenant and the relevant domestic violence offender, based on the information provided to you by the tenant.
4. Give the completed declaration to the tenant and keep a copy for your records.
5. For further information on how to complete this form go to [www.fairtrading.nsw.gov.au](http://www.fairtrading.nsw.gov.au).

**WARNING:** Knowingly providing false or misleading information in connection with this declaration may be an offence under section 105H of the *Residential Tenancies Act 2010*, for which a maximum penalty of 2 years imprisonment or 100 penalty units, or both, applies.

**It is not an offence to make a declaration based on information that you believed to be true at the time of making the declaration.**

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## PART 1: Details of tenant seeking to terminate the tenancy

Family name:

Given names:

Address of the rented residential premises:

Phone number:

**Note.** A separate form needs to be completed, and declaration made, for each tenant seeking to be declared a victim of domestic violence.

## PART 2: Details of person seeking to be declared a victim of domestic violence

1. Who is the person seeking to be declared a victim of domestic violence?

the tenant

**OR**

a dependent child of the tenant

**Note.** If the tenant is a victim of domestic violence, it is not necessary to also declare that a dependent child is a victim of domestic violence.

A **dependent child** cannot be declared a victim of domestic violence if the **tenant** answers “no” to either of the following questions:

2. Is the **dependent child** wholly or partly dependent on the **tenant** for support?

Yes  No

3. Does the **dependent child** occupy (whether permanently or from time to time) the residential premises specified in Part 1?

Yes  No

### Details of dependent child (if applicable)

Family name:

Given names:

Date of birth:

## PART 3: Details of relevant domestic violence offender and relationship with tenant

1. Who is the person **identified by the tenant** as the perpetrator of the domestic violence?

Full name:

2. Is the person named above (in question 1 in this Part) a co-tenant/former co-tenant or an occupant/former occupant of the residential premises specified in Part 1?

Yes  No

**If the answer to question 2 is “no”, the following question MUST be completed.**

3. What is the relationship the tenant has or had with the person named above (“the relevant domestic violence offender”)? [*Select the description of the most recent relationship and cross out “are” or “were” as applicable*]

The tenant and the relevant domestic violence offender are/were:

married to each other

in a de facto relationship with each other

in an intimate personal relationship with each other, whether or not the relationship is/was a sexual relationship

living in the same household

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- living as long-term residents in the same residential facility at the same time as each other (excluding facilities that are correctional centres or detention centres)
- in a relationship involving the tenant's dependence on the ongoing paid or unpaid care of the tenant by the relevant domestic violence offender
- relatives
- in the case of Aboriginal persons or Torres Strait Islanders—in an extended family or kinship relationship according to the Indigenous kinship system of the culture of either the tenant or the relevant domestic violence offender

**If the answer to question 2 in this Part is “no” and the tenant and the person named above are NOT in any of the relationships listed above (in question 3 in this Part), that person CANNOT be a relevant domestic violence offender for the purpose of making a declaration and PART 4 CANNOT BE COMPLETED.**

## **PART 4: Declaration by medical practitioner**

### **I declare that:**

I personally consulted with the **tenant** and the dependent child [*cross out the words “and the dependent child” if not applicable*] in my professional capacity as a medical practitioner on ..... (date of consultation).

On the basis of information obtained from the tenant and the dependent child, [*cross out the words “and the dependent child if not applicable*] and observations made in the course of that consultation, I have formed the view that:

[Complete **EITHER Part A OR Part B** and cross out the Part that is not applicable]

### **Part A**

- ..... (name of tenant)
- is a victim of domestic violence perpetrated by the person named by the tenant in question 1 of Part 3, being the relevant domestic violence offender on/during the period [*cross out the words that are not applicable*] ..... (date on which, or period during which, the domestic violence was perpetrated).

### **OR**

### **Part B**

- ..... (name of dependent child) is a victim of domestic violence perpetrated by the person named by the tenant in question 1 of Part 3, being the relevant domestic violence offender on/during the period [*cross out the words that are not applicable*] ..... (date on which, or period during which, the domestic violence was perpetrated).

**Full name** \_\_\_\_\_

**Registration number** \_\_\_\_\_

**Signature** \_\_\_\_\_

**Date** \_\_\_\_\_

Please keep a copy of this form and all attachments for your records.

## Schedule 4 Penalty notice offences

For the purposes of section 203 of the Act:

- (a) each offence specified in this Schedule is an offence for which a penalty notice may be issued, and
- (b) the amount payable under any such penalty notice is the amount specified in this Schedule for the offence.

<b>Column 1</b>	<b>Column 2</b>
<b>Provision</b>	<b>Penalty</b>
<b>Offences under the Act</b>	
Section 22	\$440
Section 23	\$440
Section 24	\$440
Section 26 (2) and (2A) in relation to a landlord	\$440
Section 26 (4)	\$440
Section 28	\$440
Section 29 (2)	\$440
Section 31A (1) and (2)	\$440
Section 32	\$440
Section 33 (2)	\$220
Section 34 (1)	\$220
Section 35 (1) and (2)	\$220
Section 36	\$220
Section 41 (9)	\$440
Section 42 (3)	\$440
Section 46 (1)	\$440
Section 55A (1)	\$440
Section 59 (1)	\$440
Section 64A (2)	\$1,100
Section 65C (8)	\$1,100
Section 105C (3)	\$1,100
Section 120 (1)	\$2,200
Section 157A (4)	\$440
Section 159 (4)	\$440
Section 160 (1)	\$440
Section 161 (1)	\$440
Section 162 (5)	\$1,100
Section 213 (3)	\$440
Section 213A	\$1,500
Section 215	\$440



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Residential Tenancies Regulation 2019 [NSW]  
Schedule 4 Penalty notice offences

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<b>Column 1</b>	<b>Column 2</b>
<b>Provision</b>	<b>Penalty</b>
Section 216 (1) and (2)	\$440
Section 216 (3)	\$110

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