

The Residential Tenancy Support Package Frequently Asked Questions (FAQs)

What is the Residential Tenancy Support Package?

The Residential Tenancy Support Package was introduced by the NSW government on 14 July 2021 to help support tenants and landlords affected by COVID-19.

The support prevents eligible COVID-19 financially impacted tenants from being evicted and provides financial support for rent payments.

What is the freeze on evictions?

The freeze on evictions means that from 14 July to 11 November 2021, residential tenants who are financially impacted by COVID-19 cannot be evicted if they cannot pay their rent in full.

If a tenant is currently COVID-19 impacted, the landlord is unable to take action to terminate the tenancy for arrears accrued during the previous moratorium period until after 11 November 2021.

However, a landlord or agent can terminate the tenancy in other circumstances, including:

- sale of premises
- illegal use of premises
- damage to property
- hardship
- end of fixed term agreement.

Important: The freeze on evictions does not apply to social housing tenancies as these have their own processes for dealing with arrears

Which tenants are eligible for this support?

To be eligible as a COVID-19 impacted tenant, tenants must:

- show that rent paying members of the household are impacted by COVID-19 and have:
 - lost employment, work hours or income due to COVID restrictions, or
 - had to stop working because they or other members of their household (or in their care) were/are ill with COVID.

- show that the household's take-home income has reduced by 25% or more (including any government assistance received) compared to other weekly income received in the 4 weeks before 26 June 2021
- continue to pay at least 25% of the usual rent payable.

What evidence does a tenant need to provide?

Tenants need to give their landlord evidence of how COVID-19 has impacted them financially, such as:

- payslips or bank statements showing reduced income
- documentation from their employer(s) showing job termination/stand-down or reduced hours
- evidence of a business closure or business records showing loss of takings
- Centrelink confirmation of eligibility for financial assistance
- medical certificates.

What should tenants do if they meet the eligibility criteria?

Tenants should contact their landlord or agent to negotiate a change to their rental agreement. We have a [template available on our website](#) to help you.

The change to your agreement can include:

- waiving rent for a period of time
- reducing rent now and repaying this later in addition to your usual rent payments
- repayment of existing arrears over a period of time
- a combination of these.

Remember, you need to pay at least 25% of your rent to remain eligible for the eviction protections unless you and the landlord have agreed in writing to a lesser rent payment.

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If you have rent arrears from before this date, you can still negotiate a repayment plan, but landlords cannot claim a rebate for this portion.

What if my landlord won't negotiate my rent with me?

If you have tried to negotiate a change in your rent without success, NSW Fair Trading can help.

- [Complete an Application for Rent Negotiation form, available on our website](#)
- [Make a Property enquiry on our website](#), and attach the application form

Do not provide any personal financial documentation with your enquiry. You can provide this to your landlord or agent during negotiations if required.

Documents in PDF you can download

- [Rent Variation Agreement due to COVID-19](#)
- [Application for rent negotiation – Residential tenancies moratorium](#)

What support is available for landlords?

Landlords who decrease rent for COVID-19 impacted tenants from 14 July 2021 can apply for either the Residential Tenancy Support Payment of up to \$4,500, **or** the [COVID-19 land tax benefit](#), but not both.

Which landlords are eligible?

The support payment is available to landlords where:

- there is a residential tenancy agreement with a tenant – as proof, you will need a rental bond number or a written tenancy agreement
- the tenant is an eligible COVID-19 impacted tenant
- the landlord has entered a written agreement with the tenant to reduce or waive rent payable from 14 July 2021; and
- the landlord has/will not claim the COVID-19 land tax benefit for the same tenancy.

The Residential Tenancy Support Payment is available for each premises a landlord owns and is capped at the rent reduction passed onto the tenant or \$4,500, whichever is lower.

Important: social and community housing tenancies, share-housing, boarding, lodging or sub-leasing arrangements are not eligible for the support payment.

Negotiate with tenants

- Agents and landlords are encouraged to negotiate in good faith with their tenants.
- Once you have both reached an agreement to change the rent, you must put it in writing. We have a [template available on our website](#) to help you.

A landlord can still agree to reduce or waive rent of more than \$4,500, reduce rent payable before 14 July 2021, change the rent for a tenant who is not an eligible COVID-19 impacted tenant, or defer rent, but these arrangements cannot be claimed as part of the payment.

Claim a payment

An [online application for financial assistance](#) is now available on our website.

The landlord or their managing agent can apply online for the payment. From **11 November 2021**, tenants can also apply if the landlord or agent has not already applied for the maximum amount available. The payment is paid directly to the landlord's rent account, or agent's trust account (not the tenant's personal account).

You will be asked to provide:

- proof of the tenancy arrangement, such as the residential tenancy arrangement, including the rental bond number or, if no bond has been lodged, a copy of the residential tenancy agreement
- consent from the tenant if the landlord or agent is applying, or consent from the landlord or agent if the tenant is applying. Consent can be provided using the [online form](#) to share their personal details with Fair Trading
- a nominated account for payment. For managing agents this should be the agency's rental trust account.

Payments made to managing agents are treated as any other rent payment and will be subject to the usual fees applied under the managing agency agreement.

Claims close on **31 December 2021**.

Important: Landlords cannot ask tenants to repay the reduced amount of rent that has been paid to them under the Residential Tenancy Support Payment, or land tax benefit

What happens after the freeze on evictions?

Following the end of the freeze on evictions, a transitional period will run from 12 November 2021 until the end of 12 February 2022.

During this time, COVID-19 impacted tenants who accrued arrears during the moratorium period (14 July 2021 to 11 November 2021) cannot be evicted for those arrears unless:

- if the landlord and tenant have agreed to an arrears repayment plan:
 - the tenant fails to make repayments in the amounts and at the times required by the plan on two or more consecutive occasions, and
 - it is otherwise fair and reasonable in the circumstances for the tenant not to be exempt.

OR

- if the landlord and tenant have not agreed to a repayment plan:
 - the landlord and tenant have participated in good faith in a formal arrears repayment negotiation process with NSW Fair Trading, and
 - it is otherwise fair and reasonable in the circumstances for the tenant not to be exempt.

More information

Visit [our website](#) for information on the support package and how tenants and landlords can work together during this time.

This fact sheet is also available in Arabic, Assyrian, Chinese (Simplified), Korean and Vietnamese.

More COVID-19 translated resources

Visit the [NSW Government's website](#) for in-language educational resources on COVID-19 for health workers and communities.

Language assistance

fairtrading.nsw.gov.au 13 32 20

Language assistance 13 14 50

(ask for an interpreter in your language)

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