

be refunded. The landlord or agent may want to claim some or all of the bond for themselves if they believe you have damaged the premises, breached your agreement or owe rent. If you and the landlord cannot agree about how the bond is to be paid out, you can make a claim yourself.

### Landlord defaults on loan

If your landlord is unable to pay back their loan on the property you are renting, the mortgagee will usually want possession.

This may mean you have to move out, even during a fixed term agreement. Contact Fair Trading or an advisory service for assistance.

### The Consumer, Trader and Tenancy Tribunal (CTTT)

The CTTT is an independent dispute resolution forum that deals with tenancy matters. It is informal, fast and inexpensive. There is an application fee and hearings are usually held within one month. There are time limits for making applications to the Tribunal for certain orders. You should seek advice from the Renting and Strata Services Branch of Fair Trading about your situation.

### PLEASE NOTE

These Fair Trading publications contain more detailed information on your renting rights and responsibilities:

- FTR37 Moving in – information for renters
- FTR38 Living there – information for renters
- FTR39 Moving out – information for renters
- FT269 Tenant databases – information for renters

For copies, call 13 32 20 or visit our website.

### How to avoid problems

- If you receive a notice of a Tribunal hearing you should always attend.
- Make sure you have read and understood the tenancy agreement before you sign it.
- Take good care of the premises.
- Do not interfere with the peace, comfort or privacy of your neighbours.
- Confirm anything you agree to in writing and send your landlord or agent a copy.

### IMPORTANT

Under no circumstances should you stop paying rent, or you could be asked to leave.

### TENANCY ADVISORY SERVICES (Metropolitan)

Tenants' Advice and Advocacy Services (TAAS) are independent community-based organisations. They help both private and public tenants by providing tenancy advice, information and advocacy.

Inner Sydney.....	9698 5975
Inner Western Sydney .....	9559 2899
Eastern Sydney .....	9386 9147
Northern Sydney .....	9884 9605
Southern Sydney.....	9787 4679
Western Sydney .....	9891 6377
South Western Sydney.....	4628 1678
Greater Sydney Aboriginal TAAS – Sydney Metro, Hawkesbury, Wyong, Gosford, Blue Mountains & Wollondilly .....	9564 5367
Aged Tenants Service.....	9281 9804
Tenants Union Hotline ( <a href="http://www.tenants.org.au">www.tenants.org.au</a> ) .....	9251 6590

For TAAS locations outside Sydney see the regional edition of this publication (FT255REG).

13 32 20

For help on any fair trading issue call your nearest Fair Trading Centre or Government Access Centre or call the service listed below which is relevant to your enquiry.

#### Fair Trading Centres – call 13 32 20

Albury	Dubbo	Newcastle	Sydney
Armidale	Gosford	Orange	Tamworth
Bathurst	Grafton	Parramatta	Tweed Heads
Blacktown	Hurstville	Penrith	Wagga Wagga
Broken Hill	Lismore	Port Macquarie	Wollongong
Coffs Harbour	Liverpool	Queanbeyan	

#### Specialist services

Renting & Strata Services (*assists tenants, landlords and agents*)  
Tel. 9377 9100 or 1800 451 301 (*outside Sydney*)

Aboriginal tenancy information  
Tel. 9377 9200 or 1800 500 330 (*outside Sydney*)

Rental bond information  
Tel. 9377 9000 or 1800 422 021 (*outside Sydney*)

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

TTY .....9377 9099  
(telephone service for the hearing impaired)

For more detailed information on your renting rights and responsibilities call 13 32 20 or visit our website.

Office of Fair Trading  
1 Fitzwilliam Street Parramatta NSW 2150  
PO Box 972 Parramatta NSW 2124  
Tel. 9895 0111

[www.fairtrading.nsw.gov.au](http://www.fairtrading.nsw.gov.au)

This brochure must not be relied on as legal advice. For more information about this topic, please refer to the appropriate legislation.



# The renting guide

## Metropolitan

Your basic rights and responsibilities as a tenant

FT255MET

December 2004



When you rent a house or unit in NSW you have rights and responsibilities. This brochure outlines those legal rights and responsibilities. It is available in 18 languages.

## Beginning the tenancy

Under the law your landlord or agent must give you a tenancy agreement. This agreement must be in **writing**. Once you sign the agreement you must receive a copy of it and a copy of this brochure.

The tenancy agreement comes in two parts:

- **Part 1 - The terms of the agreement.** This sets out what you and your landlord agree to do during the tenancy.
- **Part 2 - A condition report.** This describes the condition of the premises at the time you move in.

If you believe the condition report is not accurate because it fails to include things like a cracked shower screen, you should make a note of this and anything else that is missing from the report. Return it to your landlord or managing agent within seven days. The condition report is important if a dispute arises over the condition of the premises at the end of the tenancy.

It is important you understand what you are agreeing to before you sign the terms of the agreement. If you have difficulty reading English, you will need to ask someone who speaks your language to interpret the agreement for you.

### IMPORTANT

*Always check the condition report very carefully. If you don't, you may have to pay for damage that existed before you moved in.*

## Entry costs

You will usually be required to pay rent in advance from the first day of your tenancy:

- up to two week's rent in advance if the weekly rent is \$300 or less, or

- up to one month's rent in advance if the weekly rent is more than \$300.

In addition, you will usually be asked to pay a **rental bond**. This is a form of security for the landlord in case you stop paying rent or cause any damage. For unfurnished premises the bond is usually four weeks rent. Make sure you get a written receipt if you pay a bond. Your landlord or agent must lodge the bond money with the Office of Fair Trading within seven days. You will then receive a receipt from the Office of Fair Trading. The amount of the bond should be written on the agreement.

### IMPORTANT

*Before agreeing to pay your rent through a 'rent collection service', be aware that you may be charged a fee.*

## Rent

You and the landlord should agree on the rent you will pay and the method of payment before you move in. Make sure these arrangements are written into your tenancy agreement. The landlord or agent must always give you a receipt for your rent unless you deposit the money into a bank account. The landlord or agent must give you at least **60 days written notice** if they want to increase the rent.

## Tenant databases

Many agents are not willing to rent a property to anyone listed on a tenant database. Tenant databases provide agents with information about the previous tenancies of prospective tenants where there may have been problems. From 15 September 2004 an agent is only permitted to list a tenant on a database for specific reasons. To protect yourself from being unfairly blacklisted, know your rights. Get a copy of *Tenant databases - information for renters* from Fair Trading for more information.

## During the tenancy

### *Non urgent repairs and maintenance*

The landlord or agent must make sure the premises are reasonably clean and fit to live in when you move in. The landlord or agent must then maintain the premises to a reasonable standard by carrying out repairs and maintenance.

You must not attach any fixture or make any renovation, alteration or addition to the premises without **written** permission from the landlord or agent.

You must not intentionally or negligently damage the premises. You are responsible for damage caused by other occupants of the premises or any person you allow on the premises.

You must notify the landlord or agent of any damage to the premises as soon as possible, regardless of who or what caused the damage. It is a good idea to put it **in writing**.

### *Urgent repairs*

An urgent repair is when something breaks that may make the premises unfit to live in or cause a potential safety risk or interrupt access to water, gas or electricity supplies. If the premises need urgent repairs, tell the landlord or agent immediately. They are then obliged to organise the repairs as soon as reasonably possible. But if they do not get the urgent repairs done within a reasonable period, you personally can arrange to have the problem fixed and spend up to \$500 doing so. The landlord or agent must pay you the money spent within 14 days after receiving written notice from you, so long as the amount was reasonable. Check your agreement for any nominated tradespeople.

### IMPORTANT

*Before doing urgent repairs, make certain they really are urgent. If you are unsure, contact Fair Trading or your local tenant advisory service.*

## Ending the tenancy

**Written notice** must be given by either landlord or tenant if a tenancy agreement is to be ended. The notice can be posted or given personally. A notice cannot be stuck to or put under a door by the person sending the notice.

### *Notice periods*

When the fixed term period of the agreement is due to run out, either party can give **14 days notice** to end the tenancy.

Once the fixed term period has ended you are required to give at least **21 days notice**. The landlord or agent must give you at least **60 days notice**.

If there is a breach of the tenancy agreement, a notice period of **14 days** applies.

If the landlord wants to sell the premises, you may be asked to vacate the premises by the time the sale is finalised. The landlord must give you at least **30 days written notice** (after the contracts of sale have been entered into). This only applies **after** the fixed term has ended.

### *Breaking the tenancy agreement early*

If you want to end the tenancy agreement early you should give as much notice as possible, preferably in writing. Keep a copy of the letter. Breaking an agreement can be costly. A landlord can claim compensation for any loss suffered as a result of you ending a tenancy agreement early, so try and come to an agreement with the landlord/agent.

### *Leaving the premises*

It is your responsibility to leave the premises as near as possible in the same condition, fair wear and tear excepted, as set out in the original condition report.

### *Bond refunds*

At the end of the tenancy, after the final inspection, a Claim for Refund of Bond Money form must be submitted to Fair Trading before the bond money can