



OFFICE OF **FAIR TRADING**
NSW Consumer Protection Agency
Department of Commerce

The renting guide

Metropolitan

Your rights and responsibilities as a tenant or landlord

FT255MET

January 2004



www.fairtrading.nsw.gov.au

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 copy of your written tenancy agreement after you have signed it and also a copy of this brochure.

The tenancy agreement comes in 2 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.

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.

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. Discuss these matters with your landlord or agent before you sign the tenancy agreement. The condition report

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.

is important if a dispute arises over the condition of the premises at the end of the tenancy.

Entry costs

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

- 2 week's rent in advance if the weekly rent is \$300 or less, or
- 1 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 7 days. The amount of the bond should be written on the agreement.

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 notice** if they want to increase the rent.

IMPORTANT

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

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.

This does not mean that they must attend to every small problem immediately. You should expect the level of repairs to be in proportion to the age of the premises and the amount of rent you pay.

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

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 getting urgent repairs done, make certain they are in fact urgent. Contact Fair Trading or your local tenants advisory service for help.

Ending the tenancy

Written notice must be given 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.

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 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.

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.

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 the rent. If you do, 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.

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| 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 (www.tenants.org.au) | 9251 6590 |

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



OFFICE OF **FAIR TRADING**
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phone 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 assistance13 14 50
(*ask for an interpreter in your language*)

TTY9377 9099
(*telephone service for the hearing impaired*)

For more detailed information on a range of tenancy topics call 13 32 20 or view our Web site www.fairtrading.nsw.gov.au

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