

# Standard form from 28 September 2020 Residential tenancy agreement

Residential Tenancies Regulation 2019 Schedule 1 Standard Form Agreement (Clause 4(1))

# IMPORTANT INFORMATION

Please read this before completing the residential tenancy agreement (the **Agreement**).

- 1. This form is your written record of your tenancy agreement. This is a binding contract under the *Residential Tenancies Act 2010*, so please read all terms and conditions carefully.
- 2. If you need advice or information on your rights and responsibilities, please call NSW Fair Trading on 13 32 20 or visit www.fairtrading.nsw.gov.au before signing the Agreement.
- 3. If you require extra space to list additional items and terms, attach a separate sheet. All attachments should be signed and dated by both the landlord or the landlord's agent and the tenant to show that both parties have read and agree to the attachments.
- 4. The landlord or the landlord's agent **must give the tenant** a copy of the signed Agreement and any attachments, two copies or one electronic copy of the completed condition report and a copy of the Tenant Information Statement published by NSW Fair Trading.

THIS AGREEMENT IS MADE ON $4/6/20$	23 AT 1 PM
THE FEDERATION DRIVE SUP	ERANNUATION FUND.
BETWEEN TRUSTEC'S OF. Landlord Name (1):	Landlord Name (2):
WILLIAM DAVIS.	COLLEGN DAVIS
Landlord telephone number or other contact details:	0427637467
If not in NSW, the State, Territory or country (if not Australia) the landlord ordinarily resides in:	
<b>Note:</b> The above information <u>must</u> be provided for landlord(s), v	whether or not there is a landlord's agent
Address for service of notices (can be an agent's add	ress):
26 FEDERATION DRIVE	
Suburb:	State: Postcode:
KELSO	NSW 2795.
<b>Note:</b> The landlord(s) business address or residential address is <b>no</b> landlord's agent	ss <u>must</u> be provided for landlord(s) if there
Tenant Name (1):	Tenant Name (2):
HUGH SLIGAR	AMELIA. TOBIN
Tenant Name (3):	Add all other tenants here:
Address for service of notices (if different to address	of residential premises):
26 FEDERATION DRIVE	
Suburb:	State: Postcode:
KELSO	NSW 2795
Contact details:	

Landlord's agent details: [If applicable]	9.
Agent name:	
Business address for service of notices:	
. 1	
Suburb: State: Postcod	lo:
Subdis. Fostcool	ic.
Contact details: [This must include a telephone number]	
Tenant's agent details: [If applicable]	
Agent name:	
Address for service of notices:	
Suburb: State: Postcod	le:
Contact details:	
Term of agreement:	
The term of this agreement is -	
$\square$ 6 months $\square$ 12 months $\square$ 2 years $\square$ 3 years	
$\square$ 5 years $\square$ Other (please specifiy): $\square$ Periodic (no er	nd date
starting on $10/06/23$ and ending on $09/06/24$ [Cross out if not applicable]	
<b>Note:</b> 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	the form
Residential premises:	
The residential premises are [Insert address]:	N 0415-19
6A SUNBRIGHT ROAD KELSO. N.SW 279	15.
The residential premises include:	
BLINDS	
[Insert any inclusions, for example a parking space or furniture provided. Attach additional pages if necessary.]	
× ·	
Rent:	
The rent is \$ 600 - 00 per WBSK. payable in advance starting on 10/6	A/23
<b>Note:</b> Under section 33 of the Residential Tenancies Act 2010, a landlord, or landlord's agent, must not require a tenant more than 2 weeks rent in advance under this Agreement.	to pay
<u> </u>	· ·

For information about your rights and responsibilities under this agreement, contact NSW Fair Trading at www.fairtrading.nsw.gov.au or call 13 32 20.

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The method by which th	ne rent must be p	oaid:						
(a) Electronic Funds Tra landlord:	nsfer (EFT) into	the follow	ving ac	count, c	or any	other accou	unt nominate	d by the
BSB number:	062-	504	•					
account number:	1062	532	0					
account name:	THE FET	ERAT	ION	DRIV	E	SUPERAI	UNUATION	FUND.
payment reference:	RENT	6A	Sui	JBRIO	iHT	<u> </u>		, 0
(b) to			at [					by cash, o
(c) as follows:								
<b>Note:</b> The landlord or landlord incur a cost (other than bank reasonably available to the te	fees or other accou							
RENTAL BOND [Cross	out if there is no	ot going to	o be a	bond]:				
A rental bond of \$ .2, amount of the rental bo						on signing t	:his agreeme	nt. The
The tenant provided the	rental bond am	ount to:						
the landlord or anoth	er person, or							
☐ the landlord's agent,								
■ NSW Fair Trading thr Note. All rental bonds must b					اط مد امن	no landlard ar	nother person	it must be
deposited within 10 working of it must be deposited within 10	days after it is paid ι	ısing the Fai	r Tradin	g approve	d form	. If the bond is		
IMPORTANT INFORM	ATION							
Maximum number of								
No more than3	persons may or	dinarily liv	e in th	ne premi	ses at	any one tin	ne.	
Urgent repairs								
Nominated tradespeopl	e for urgent rep	airs					63322	555
Electrical repairs:	seco enic	- NCICAL	n			Telephone:	<i></i>	
Plumbing repairs:	Devic				•••••	Telephone:	<i>የ</i> ንሀን 7 4 3 7	2167
	47.!!					relephone.		
Water usage		e entale for e				✓ Yes	□ No	
Will the tenant be required if yes, see clauses 12 and		ately for v	water t	isaye:		My les	L 110	
	<i>i</i> 13.							12
Utilities Is electricity supplied to	a the promises fo	om an om	phodd	nd netw	ork2	<b>☑</b> Yes	□ No	
					OIK!	☑ res ☑ Yes	□ No	
Is <i>gas</i> supplied to the property for more information or					sunnli			network
contact NSW Fair Tradir		is ii electi	icity O	i gas is :	Juppii	ica nom an	CHIDEGUEU I	IOUWOI K

Smoke alarms			
Indicate whether the smoke alarms installed in the residential premises are hard operated:	wire	ed or batter	́У
Hardwired smoke alarms			
☐ Battery operated smoke alarms			
If the smoke alarms are battery operated, are the batteries in the smoke alarms of a kind the tenant can replace?		Yes	□ No
If yes, specify the type of battery that needs to be used if the battery in the smoke alarm needs to be replaced:			
If the smoke alarms are hardwired, are the back-up batteries in the smoke alarms of a kind the tenant can replace?		Yes	□ No
If yes, specify the type of back-up battery that needs to be used if the back-up battery in the smoke alarm needs to be replaced:			
If the Strata Schemes Management Act 2015 applies to the residential premises, is the owners corporation of the strata scheme responsible for the repair and replacement 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 [Cross out if not app	lica	ble]	
Indicate below for each person whether the person provides express consent to document under section 223 of the <i>Residential Tenancies Act 2010</i> being given email. The <i>Electronic Transactions Act 2000</i> applies to notices and other documelectronically.	ang or s	y notice and served on tl	nem by
<b>Note.</b> You should only consent to electronic service if you check your emails regularly. If there is magreement, all tenants should agree on a single email address for electronic service. This will help a notices and other documents at the same time.			
Landlord			
Does the landlord give express consent to the electronic service of notices and documents?	₩	Yes	□ No
If yes, see clause 50.			
[Specify email address to be used for the purpose of serving notices and documents.]			
billdavis @ outlook.com.qu			
Tenant	-	/.	
Does the tenant give express consent to the electronic service of	le l	Yes	□ No
notices and documents?			
If yes, see clause 50.			
[Specify email address to be used for the purpose of serving notices and documents.]	13		
hughsligar Chotmail.com			
• 0			
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.

# The Agreement

# RIGHT TO OCCUPY THE PREMISES

 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' on page 2 of this agreement.

# **COPY OF AGREEMENT**

- 2. The landlord agrees to give the tenant:
  - 2.1 a copy of this agreement before or when the tenant gives the signed copy of the agreement to the landlord or landlord's agent, 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
- 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 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, non-bottled gas or oil to the tenant at the residential premises that are not separately metered, and
  - **Note 1.** Clause 10.3 does not apply to premises located in an embedded network in certain circumstances in accordance with clauses 34 and 35 of the Residential Tenancies Regulation 2019.
  - **Note 2.** Clause 10.3 does not apply to social housing tenancy agreements in certain circumstances, in accordance with clause 36 of the Residential Tenancies Regulation 2019.
  - 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 service availability charges, however described, for the supply of non-bottled gas to the residential premises if the premises are separately metered but 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

- 10.9 the costs and charges for repair,
  maintenance or other work carried out on
  the residential premises which is required
  to facilitate the proper installation or
  replacement of an electricity meter, in
  working order, including an advance
  meter, if the meter installation is required
  by the retailer to replace an existing
  meter because the meter is faulty, testing
  indicates the meter may become faulty or
  the meter has reached the end of its life.
- 11. The tenant agrees to pay:
  - 11.1 all charges for the supply of electricity or oil to the tenant at the residential premises if the premises are separately metered, and
  - 11.2 all charges for the supply of non-bottled gas 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 36 of the Residential Tenancies Regulation 2019.
  - 11.3 all charges for the supply of bottled gas to the tenant at the residential premises except for the costs and charges for the supply or hire of gas bottles at the start of the tenancy, and
  - 11.4 all charges for pumping out a septic system used for the residential premises, and
  - 11.5 any excess garbage charges relating to the tenant's use of the residential premises, and
  - 11.6 water usage charges, if the landlord has installed water efficiency measures referred to in clause 10 of the *Residential Tenancies Regulation 2019* and the residential premises:
    - 11.6.1 are separately metered, or
    - **11.6.2** are not connected to a water supply service and water is delivered by vehicle.

**Note. Separately metered** is defined in section 3 of the Residential Tenancies Act 2010.

- **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 have the following water efficiency measures:
    - 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 a minute.
    - **12.4.2** on and from 23 March 2025, all toilets are dual flush toilets that have a minimum 3 star rating in accordance with the WELS scheme.
    - **12.4.3** all showerheads have a maximum flow rate of 9 litres a minute,
    - 12.4.4 at the commencement of the residential tenancy agreement and whenever any other water efficiency measures are installed, repaired or upgraded, the premises are checked and any leaking taps or toilets on the premises have been fixed.
- 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
- 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:

- 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 its condition at the commencement of the tenancy, and
  - **18.4** to remove or arrange for the removal of all rubbish from the residential premises in a way that is lawful and in accordance with council requirements, 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 the 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
- 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
- with respect to the floors, ceilings, walls and supporting structures – are not subject to significant dampness, and
- 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 not to hinder a tradesperson's entry to the residential premises when the tradesperson is carrying out maintenance or repairs necessary to avoid health or safety risks to any person, or to avoid a risk that the supply of gas, electricity, water, telecommunications or other services to the residential premises may be disconnected, and
- **19.6** to comply with all statutory obligations relating to the health or safety of the residential premises, and
- 19.7 that a tenant who is the victim of a domestic violence offence or a co-tenant who is under the same agreement as the victim of the domestic violence offence

but is not a relevant domestic violence offender is not responsible to the landlord for any act or omission by a cotenant that is a breach of this agreement if the act or omission constitutes or resulted in damage to the premises and occurred during the commission of a domestic violence offence.

### **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 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,
- a failure or breakdown of the gas, electricity or water supply to the premises,

- 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 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
- 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 (this 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.

**Note.** See section 55A of the Residential Tenancies Act 2010 for when a photograph or visual recording is 'published'.

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.

# FIXTURES, ALTERATIONS, ADDITIONS OR RENOVATIONS 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 kinds of fixtures or alterations, additions or renovations that are of a minor nature specified by clause 22(2) of the *Residential Tenancies Regulation 2019* may only be carried out by a person appropriately qualified to install those fixtures or carry out those alterations, additions or renovations unless the landlord gives consent, and
  - **30.3** to pay the cost of a fixture, installed by or on behalf of the tenant, or any renovation, alteration or addition to the residential premises, unless the landlord otherwise agrees, and
  - **30.4** 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

- **30.5** to notify the landlord of any damage caused by removing any fixture attached by the tenant, and
- **30.6** 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 withhold consent to a fixture, or to an alteration, addition or renovation that is of a minor nature.

**Note.** The Residential Tenancies Regulation 2019 provides a list of the kinds of fixtures or alterations, additions or renovations of a minor nature to which it would be unreasonable for a landlord to withhold consent and which of those fixtures, or alterations, additions or renovations the landlord may give consent to on the condition that the fixture or alteration, addition or renovation 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
- **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
- 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 tenancy housing 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, and
- **37.5** if the State, Territory or country in which the landlord ordinarily resides changes, to give the tenant notice in writing of the change within 14 days.

# COPY OF CERTAIN BY-LAWS TO BE PROVIDED [Cross out clauses 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 clauses 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 are functioning in accordance with the regulations under that Act. and
- **42.2** conduct an annual check of all smoke alarms installed on the residential premises to ensure that the smoke alarms are functioning, and
- **42.3** install or replace, or engage a person to install or replace, all removable batteries in all smoke alarms installed on the residential premises annually, except for smoke alarms that have a removable lithium battery, and
- **42.4** install or replace, or engage a person to install or replace, a removable lithium battery in a smoke alarm in the period specified by the manufacturer of the smoke alarm, and
- **42.5** engage an authorised electrician to repair or replace a hardwired smoke alarm, and
- **42.6** repair or replace, a smoke alarm within 2 business days of becoming aware that the smoke alarm is not working, unless the tenant notifies the landlord that the tenant will carry out the repair to the smoke alarm and the tenant carries out the repair, and
- **42.7** reimburse the tenant for the costs of a repair or replacement of a smoke alarm in accordance with clause 18 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 (which includes a heat alarm) includes maintenance of a smoke alarm in working order by installing or replacing a battery in the smoke alarm.

**Note 2.** Clauses 42.2-42.7 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 replacement of smoke alarms in the residential premises.

**Note 3**. A tenant who intends to carry out a repair to a smoke alarm may do so only in the circumstances prescribed for a tenant in clause 15 of the Residential Tenancies Regulation 2019.

**Note 4.** Section 64A of the Act provides that a smoke alarm includes a heat alarm.

### 43. The tenant agrees:

- **43.1** to notify the landlord if a repair or a replacement of a smoke alarm is required, including replacing a battery in the smoke alarm, and
- **43.2** that the tenant may only replace a battery in a battery-operated smoke alarm, or a back-up battery in a hardwired smoke alarm, if the smoke alarm has a removable battery or a removable back-up battery, and
- **43.3** to give the landlord written notice, as soon as practicable if the tenant will carry out and has carried out a repair or replacement, or engages a person to carry out a repair or replacement, in accordance with clauses 15-17 of the Residential Tenancies Regulation 2019.

**Note.** Clauses 43.2 and 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 repair and replacement of smoke alarms in the residential premises.

**44.** The landlord and 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.

**Note.** The regulations made under the Environmental Planning and Assessment Act 1979 provide that it is an offence to remove or interfere with the operation of a smoke alarm or a heat alarm in particular circumstances.

# **SWIMMING POOLS**

[Cross out the following 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.

# **COMBUSTIBLE CLADDING**

- **48. The landlord agrees** that if, during the tenancy, the landlord becomes aware of any of the following facts, the landlord will advise the tenant in writing within 14 days of becoming aware of the fact:
  - 48.1 that the residential premises are part of a building in relation to which a notice of intention to issue a fire safety order, or a fire safety order, has been issued requiring rectification of the building regarding external combustible cladding,
  - 48.2 that the residential premises are part of a building in relation to which a notice of intention to issue a building product rectification order, or a building product rectification order, has been issued requiring rectification of the building regarding external combustible cladding,
  - 48.3 that the residential premises are part of a building where a development application or complying development certificate application has been lodged for rectification of the building regarding external combustible cladding.

# SIGNIFICANT HEALTH OR SAFETY RISKS

**49.** The landlord agrees that if, during the tenancy, the landlord becomes aware that the premises are subject to a significant health or safety risk, the landlord will advise the tenant in writing, within 14 days of becoming aware, that the premises are subject to the significant health or safety risk and the nature of the risk.

# ELECTRONIC SERVICE OF NOTICES AND OTHER DOCUMENTS

- 50. The landlord and the tenant agree:
  - 50.1 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 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
  - 50.2 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
  - **50.3** 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
  - 50.4 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 FOR FIXED TERM OF NOT MORE THAN 3 YEARS

- **51. 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 not more than 3 years:
  - **51.1** 4 weeks rent if less than 25% of the fixed term has expired,
  - **51.2** 3 weeks rent if 25% or more but less than 50% of the fixed term has expired.
  - **51.3** 2 weeks rent if 50% or more but less than 75% of the fixed term has expired,
  - **51.4** 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.

**52.** 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 51 and any occupation fee payable under the *Residential Tenancies Act 2010* for goods left on the residential premises.

**Note.** Section 107 of the Residential Tenancies Act 2010 also regulates the rights of landlords and tenants for a residential tenancy agreement with a fixed term of more than 3 years.

# **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 clauses if not applicable]

**53. The landlord agrees** that the tenant may keep the following animal on the residential premises [specify the breed, size etc]:



# 54. The tenant agrees:

- **54.1** to supervise and keep the animal within the premises, and
- **54.2** to ensure that the animal does not cause a nuisance, or breach the reasonable peace, comfort or privacy of neighbours, and
- **54.3** to ensure that the animal is registered and micro-chipped if required under law, and
- **54.4** to comply with any council requirements.

**55.** The tenant agrees to have the carpet professionally cleaned or to pay the cost of having the carpet professionally cleaned at the end of the tenancy if cleaning is required because an animal has been kept on the residential premises during the tenancy.

Insert any other agreed additional terms here. Attach a separate page if necessary.

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# 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.
- 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 loosefill 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). Clauses 5 and 6 of this agreement provide for rent to be able to be increased if the agreement continues in force, with certain restrictions.

# 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 tenant to end this agreement on other grounds. The grounds for the landlord ending the agreement include sale of the residential premises requiring vacant possession, breach of this agreement by the tenant, due to hardship or if the agreement is frustrated because the premises are destroyed, become wholly or partly uninhabitable or cease to be lawfully usable as a residence or are appropriated or acquired by any authority by compulsory process. The grounds for the tenant include breach by the landlord of information disclosure provisions under section 26 of the Act (not revealed when this agreement was entered into), breach of this agreement by the landlord, due to hardship or if the agreement is frustrated because the premises are destroyed, become wholly or partly uninhabitable or cease to be lawfully usable as a residence or are appropriated or acquired by any authority by compulsory process.

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 or a judgement or order of a court 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.

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/AGENT	
Name of landlord/agent	٦
WILLIAM DAUK '	
Signature of landford agent	
Aller	
on the 4th day of JUNE 2023.	
LANDLORD INFORMATION STATEMENT	
The landlord acknowledges that, at or before the t the landlord has read and understood the contents NSW Fair Trading that sets out the landlord's right	s of the <b>Landlord Information Statement</b> published by
Signature of landlord/ <del>agen</del> t	7
Colleen C Davis	
on the HTH day of JUNE 2023	
SIGNED BY THE TENANT (1)	SIGNED BY THE TENANT (2)
Name of tenant	Name of tenant
HUGH SLIGAR	AMELIA TOBIN
Signature of tenant	Signature of tenant
Allip	
on the 4th day of June 2023	on the 4 day of June 2023
SIGNED BY THE TENANT (3)	SIGNED BY THE TENANT (4)
Name of tenant	Name of tenant
Signature of tenant	Signature of tenant

For information about your rights and responsibilities under this agreement, contact NSW Fair Trading at www.fairtrading.nsw.gov.au or call 13 32 20.

on the

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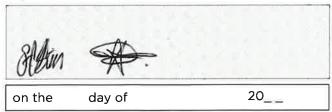
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# TENANT INFORMATION STATEMENT

The tenant acknowledges that, at or before the time of signing this residential tenancy agreement, the tenant was given a copy of the **Tenant Information Statement** published by NSW Fair Trading.

Signature of tenant



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, or
- (b) Law Access NSW on 1300 888 529 or www.lawaccess.nsw.gov.au, or
- (c) your local Tenants Advice and Advocacy Service at www.tenants.org.au

# **Residential Tenancies Regulation 2019**

# Schedule 2: Condition report

# How to complete this report

- Three copies, or one electronic copy, of this condition report should be completed and signed by the landlord or the landlord's agent.
- 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 an electronic copy.
- 3. 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".
- 4. 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 a "Y" (YES) or "N" (NO) in the appropriate column and by making 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", "Communication facilities" and "Water usage charging and efficiency devices".
- 5. The tenant must return one copy of the completed condition report, or a completed electronic copy, 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 a completed electronic copy. The tenant is not required to do this if the landlord or landlord's agent has failed to give the tenant either two copies, or one electronic copy, of the completed condition report (see 2 above).

- 6. 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 verified and dated by all parties. Any photographs should be attached to this condition report, in hard copy or electronically, under the heading "Photographs/video recordings of the premises". Any video recordings should be attached to this condition report electronically.
- **Note:** Photographs and/or video recordings are not a substitute for accurate written descriptions of the condition of the premises.
- 7. At, or as soon as practicable after, the termination of the tenancy agreement, both the landlord or the landlord's agent and the tenant should complete the copy of the condition report that the landlord, landlord's agent 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.
- If the residential premises are separately metered for water and if the tenant is required 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.

# Important notes about this report

a) It is a requirement that a condition report be completed by the landlord or the landlord's agent 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 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.

- 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.
- 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.
- 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 fairtrading.nsw.gov.au for more information about the rights and responsibilities of landlords and tenants or before completing the condition report.

# | Where to go for help when you are renting

- NSW Fair Trading looks after your bond money, manages the renting laws that cover tenancy agreements, and can provide help with renting problems through the free tenancy complaint service.
- Contact NSW Fair Trading at <u>fairtrading.nsw.gov.au</u> or call 13 32 20.
- Language assistance on **13 14 50** (*ask for an interpreter in your language*)
- Your real estate agent or landlord (record contact number here):



 Tenants' Advice and Advocacy Service at www.tenants.org.au



# Residential Tenancies Regulation 2019 Schedule 2: Condition report

# SOVERNIMENT

# **EXAMPLE CONDITION REPORT**

			EN	TRAN	CE/HA	LL		815		
other	floor coverings	skirting boards	lights/power points /door bell	blinds/curtains	ceiling/light fittings	windows/screens/ window safety devices	doorway frames	walls/picture hooks	front door/screen door /security door	
N Y N Y	YN Y X X N	NANA	N N N N N N N N N N N N N N N N N N N	NANANA	NANANA	NANANA	NANANA	YN Y X Y X	Y N Y N	
	carpet stain near window	0						3 picture hooks		Condition of premises at START of tenancy    Condition of premises at START of tenancy
NA	N N	NX	₹ N	NA	Y 📝 stain on ceiling	<b>₹</b>   Z	YN	2 picture hooks		Tenant agrees  Y N  Tenant comments
NAMANA	VNYWW	YNYNY	YWYNYW	NANANA	NAMANA	YNYNYN	YNYYN	<b>V</b> N Y <b>X</b> Y <b>X</b> 5 picture hooks		Condition of premises at END of tenancy  Geal Jundamaged Working Landlord/Agent and Tenant Comments  Y N Y N Y N Y N
N	2	Y N	<b>Y</b>	2	N	Y Z	N	₹ N	Z	tenancy  Y  Ienant agrees

Ņ Are the premises ? Residential Tenancies Regulation Schedule 2: Condition report The landlord must indicate whether the following apply to the residential premises: MINIMUM STANDARDS Does the tenant agree with all of the above? Does the premises contain bathroom facilities, including toilet and Does the premises have adequate: Are the premises structurally sound? c) connected to a water supply service or infrastructure that supplies b) supplied with gas? a) supplied with electricity? C b) ventilation? a) natural or artificial lighting in each room (excluding storage rooms Note. Premises are structurally sound only if thewashing facilities that allow privacy for the user? d) plumbing and drainage? It no, specify which items: electricity outlet sockets or gas outlet sockets for the supply of floors, ceilings, walls, supporting structures (including foundations), doors, windows, roof, stairs, balconies, balustrades and railings areor garages)? floors, ceiling, walls and supporting structures are not subject to significant roof, ceilings and windows do not allow water penetration into the premises. lighting and heating to the premises, and for the use of appliances and ablution and cleaning activities? that is able to supply to the premises hot and cold water for drinking water (including, but not limited to, a water bore or water tank) in the premises are not liable to collapse because they are rotted or otherwise defective, and in a reasonable state of repair, and . . Se Se ¬√Yes Wes Zyez Yez Yes Yes Seg. J Yes See See □ V N<sub>o</sub> S S No 8 S N No Ψ 2. Have all the smoke alarms installed on the residential premises been checked 4 4 The landlord must indicate the following: **OTHER SAFETY ISSUES** SMOKE ALARMS The landlord must indicate whether the following apply to the reidential premises **HEALTH ISSUES** The landlord must indicate whether the following apply to the residential premises: Have smoke alarms been installed in the residential premises in accordance Are there any visible hazards relating to gas (e.g. a loose or damaged Does the tenant agree with all of the above? Are there any visible hazards relating to electricity (e.g. a loose or damaged Have the batteries in all the smoke alarms that have a removable lithium Have the removable batteries in all the smoke alarms been replaced within d) Are the premises listed on the Loose-Fill Asbestos Insulation Register? c) Has any rubbish been left on the premises? b) Are there any pests and vermin? a) Are there are any signs of mould and dampness? electricity outlet socket, loose wiring or sparking power points)? and found to be in working order? regulations made under that Act)? with the Environmental Planning and Assessment Act 1979 (including any gas outlet socket or an open-ended gas pipe or valve)? as part of the tenancy)? alarm) includes maintenance of a smoke alarm in working order by installing or replacing a battery in the smoke alarm Note. Section 64A of the Residential Tenancies Act 2010 provides that repairs to a smoke alarm (which includes a heat Date batteries were last changed: battery been replaced in the period specified by the manufacturer of the Date batteries were last changed: the last 12 months, except for removable lithium batteries? Date last checked: It no, specify which items: **✓** Yes ☐ Yes ☐ Yes ✓Yes □□ N/A ☐ Yes Se Se ☐ Yes Yes Yes

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No

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Address of premises: 6A SUNRRIGHT

# Residential Tenancies Regulation Schedule 2: Condition report

icy measures:	Date the premises were last checked to see if it is compliant with the water efficiency measures:    7
ncy measures:	Date the premises were last checked to see if it is compliant with the water efficient of the premises were last checked to see if it is compliant with the water efficient of the premises were reading at START of tenancy:  Water meter reading at END of tenancy:  WRNITURE [If applicable - see attached list]
ncy measures:	Date the premises were last checked to see if it is compliant with the water efficient of the premises were last checked to see if it is compliant with the water efficient of the premises were efficient of the premises were as the premises were efficient of the premises were last checked to see if it is compliant with the water efficient of the premises were last checked to see if it is compliant with the water efficient of the premises were as the premises were efficient of the premises were last checked to see if it is compliant with the water efficient of the premises were last checked to see if it is compliant with the water efficient of the premises were efficient of t
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	<ul> <li>d. the premises have been checked and any leaking taps or toilets on the residential premises have been fixed</li> </ul>
Yes No	c. 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	b) on and from 23 March 2025, all toilets are dual flush toilets with a minimum 3 star rating in accordance with the WELS scheme
	a) all showerheads have a maximum flow rate of 9 litres per minute
Yes   No	<ol> <li>Are the residential premises separately metered?</li> <li>The landlord must indicate the following:</li> </ol>
7	for the residential premises]
	WATER USAGE CHARGING AND EFFICIENCY DEVICES
√Yes □ No	an internet line is connected to the residential premises
Yes No	a) a telephone line is connected to the residential premises

# Approximate dates when work last done on residential premises

NEW PREMISES

Installation repair or maintenance of smoke alarms:

Painting of premises (external):

Painting of premises (internal):

Flooring laid/replaced/cleaned-

711112022

# LANDLORD'S PROMISE TO UNDERTAKE WORK: [If applicable]

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:
| Date: | | |

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

PHOTOGRAPHS/VIDEO RECORDINGS OF THE PREMISES [Please attach – if applicable]

**Condition Report at END of tenancy** Date: 141 612023 **Residential Tenancies Regulation Schedule 2: Condition report Condition Report at START of tenancy** Landlord/agent's signature: Landlord/agent's s Mure: Date: Date: Tenant's signature: Tenant's signature: Residential Tenancies Regulation 2019 Schedule 2: Condition report | March 2020

Date:

**SIGNATURE** 

Address of premises:

SUNBRIGHT

Address of premises:	64	THOISEINDS		
	Cor	Condition of premises at START of tenancy	s	Į
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front door/screen door /security door	\ \[ \sigma \]		N	NAMA
walls/picture hooks	V N V N V N	No Picture Hole	NAM	N
doorway frames	V N V N		N	NA
windows/screens/ window safety devices	V N V N V N		TN.	N
ceiling/light fittings	VN WN KN		N	N
blinds/curtains	NANAN	Mandador NA	Z <sub>N</sub>	N
lights/power points /door bell	N N N N N N N N N N N N N N N N N N N		V <sub>N</sub>	N
skirting boards			The state of the s	N
floor coverings	N N N N N N N N N N N N N N N N N N N		KN.	Y Z
other	Y N Y N Y N		N	N
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other	NANANA		YN	YN

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other	electrical safety switch	smoke alarms	security/alarm system	keys/other security devices	window locks	external door locks	other	dryer	washing tub	exhaust fan/vent	washing machine/taps	lights/power points	blinds/curtains	ceiling/light fittings	windows/screens/ window safety devices	doors/doorway frames	floor tiles /floor coverings	walls/tiles	other	heating/exhaust fan /vent			Address of premises:
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Address of premises:

GENERAL	
swimming pool fence/ gate  gates/fences  grounds/garden  garden hose/fittings  watering system  lawns/edges letter box/street number water tanks /septic_tanks /septic_tan	heating/air conditioning staircase/handrails external television antenna/tv points balcony/porch/deck swimming pool
	Clean   Clea
NA.  NA.  PAINT EN FLOOR IN Some Places N.A.	Condition of premises at START of tenancy  Landlord /Agent Comments  N  N  N  N  N  N  N  N  N  N  N  N  N
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YOUR DETAILS

Home/Bonds / Pending Lodgements

<u>Help</u>

# **Pending Lodgements**



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YOUR BONDS HOME

CREATE A NEW BOND **REPORTS**  YOUR DETAILS

Home / Pending Lodgement/

<u>Help</u>

# Create a new Bond

1. Premises address

2. Bond & tenancy

3. Summary

4\_Completed

# 4. Completed

An email has been sent to notify the principal tenant. We will notify you once we have received funds from the tenant(s). You will then need to finalise this lodgement in order to complete the bond lodgement.

### Premises address

6a Sunbright KELSO NSW 2795

Residential

### Pending lodgement reference number

P0020279861

### **Bond amount**

\$2,400.00

### **Date Created**

22/06/2023

# What happens next?

1. Where the tenant nominated as the principal tenant:

\*is already registered for Rental Bonds Online- they must logon to Rental Bonds Online and enter the temporary code from the email.

\*is not registered for Rental Bonds Online- they must click on the link in the email, which will lead them through creating their Rental Bonds Online logon.

- 2. The principal tenant then pays the requested bond money directly to NSW Fair Trading using Visa, Mastercard, or
- 3. Once we receive funds from the tenant, we will notify you so that you can finalise the bond lodgement and arrange for the tenancy agreement to be signed.
- 4. If required, you will be able to send another email to the principal tenant, change the tenant nominated as the principal tenant, or delete this pending lodgement should the tenancy not proceed.

Exit

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