



RESIDENTIAL TENANCY AGREEMENT

Landlord Name (1):

Landlord Name (2):

Address for service of notices
(can be an agent's address):

Postcode

Telephone number
(of landlord or agent):

Tenant's Name (1):

Tenant's Name (2):

Tenant's Name (3):

Add all other tenants here:

Address for service of notices
(if different to address
of premises):

Postcode

Telephone number/s:

Landlord Agent:

Address for service of notices :

Postcode

Telephone number/s:

Premises:

a) Location:

b) Inclusions:

*Insert inclusions, for example a common parking space or furniture provided.
Attach a separate list if necessary.*

Term:

Term of this agreement is

Weeks / Months / Years

*For a fixed term agreement insert the term.
Otherwise leave blank or write 'periodic'*

Starting on:

and ending on:

Rent:

Amount:

a week

a fortnight

payable in advance
starting on



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The method by which the rent must be paid: a)

to	at
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by cash or cheque, or

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

BSB number:	-	account number:
account name:		
payment reference:		
c) or as follows:		

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

RENTAL BOND (cross out if the is not going to be a bond)

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

IMPORTANT INFORMATION

Maximum Number of Occupants No more than _____ persons may ordinarily live in the premises at any one time.

Urgent Repairs Nominated tradespeople for urgent repairs

Electrical repairs:	phone:
Plumbing repairs:	phone:
Other repairs:	phone:

Water Usage Will the tenant be required to pay separately for water usage? YES NO
If yes, see clauses 11 and 12.

Strata By-Laws Are there any strata or community scheme by-laws applicable to the residential premises? YES NO
If yes, see clause 35.

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 signed.

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



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THE AGREEMENT

Right to occupy the premises

1. The landlord agrees that the tenant has the right to occupy the residential premises during the tenancy. The residential premises include the additional things (if any) noted under 'Premises'.
2. **The landlord agrees to give the tenant:**
 - 2.1 a copy of this agreement before or when this agreement is signed and given by the tenant to the landlord or a person on the landlord's behalf, and
 - 2.2 a copy of this agreement signed by both the landlord and the tenant as soon as is reasonably practicable.

Rent

3. **The Tenant agrees:**

- 3.1 to pay rent on time, and
- 3.2 to reimburse the landlord for the cost of replacing rent deposit books or rent cards lost by the tenant, and
- 3.3 to reimburse the landlord for the amount of any fees paid by the landlord to a bank or other authorised deposit-taking institution as a result of funds of the tenant not being available for rent payment on the due date.

4. **The Landlord agrees:**

- 4.1 to provide the tenant with at least one means to pay rent for which the tenant does not incur a cost (other than bank fees or other account fees usually payable for the tenant's transactions) and that is reasonably available to the tenant, and
- 4.2 not to require the tenant to pay more than 2 weeks rent in advance or to pay rent for a period of the tenancy before the end of the previous period for which rent has been paid, and
- 4.3 not to require the tenant to pay rent by a cheque or other negotiable instrument that is post-dated, and
- 4.4 to accept payment of unpaid rent after the landlord has given a termination notice on the ground of failure to pay rent if the tenant has not vacated the residential premises, and
- 4.5 not to use rent paid by the tenant for the purpose of any amount payable by the tenant other than rent, and
- 4.6 to give a rent receipt to the tenant if rent is paid in person (other than by cheque) and to make a rent receipt available for collection by the tenant or to post it to the residential premises if rent is paid by cheque, and
- 4.7 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 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:**

- 6.1 that the increased rent is payable from the day specified in the notice, and
- 6.2 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
- 6.3 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 *NSW Civil and Administrative Tribunal*.

Rent reductions

7. **The Landlord and the Tenant agree** that the rent abates if the residential premises:
 - 7.1 are destroyed, or become wholly or partly uninhabitable, otherwise than as a result of a breach of this agreement, or
 - 7.2 cease to be lawfully usable as a residence, or
 - 7.3 are compulsorily appropriated or acquired by an authority.
8. 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

9. **The Landlord agrees** to pay:

- 9.1 rates, taxes or charges payable under any Act (other than charges payable by the tenant under this agreement), and
- 9.2 the installation costs and charges for initial connection to the residential premises of an electricity, water, gas, bottled gas or oil supply service, and
- 9.3 all charges for the supply of electricity, gas (except bottled gas) or oil to the tenant at the residential premises that are not separately metered, and
- 9.4 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



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- 9.5 all charges (other than water usage charges) in connection with a water supply service to separately metered residential premises, and
- 9.6 all charges in connection with a water supply service to residential premises that are not separately metered, and
- 9.7 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
- 9.8 all charges for the availability of gas to the residential premises if the premises do not have any appliances, supplied by the landlord, for which gas is required and the tenant does not use gas supplied to the premises for any purpose.

10. **The Tenant agrees** to pay:

- 10.1 all charges for the supply of electricity, gas (except bottled gas) or oil to the tenant at the residential premises if the premises are separately metered, and
- 10.2 all charges for the supply of bottled gas to the tenant at the residential premises, and
- 10.3 all charges for pumping out a septic system used for the residential premises, and
- 10.4 any excess garbage charges relating to the tenant's use of the residential premises, and
- 10.5 water usage charges, if the landlord has installed water efficiency measures referred to in clause 11 and the residential premises:
 - 10.5.1 are separately metered, or
 - 10.5.2 are not connected to a water supply service and water is delivered by vehicle.

11. **The Landlord agrees** that the tenant is not required to pay water usage charges unless:

- 11.1 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
- 11.2 the landlord gives the tenant at least 21 days to pay the charges, and
- 11.3 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
- 11.4 the residential premises have the following water efficiency measures:
 - 11.4.1 all internal cold water taps and single mixer taps for kitchen sinks or bathroom hand basins on the premises have a maximum flow rate of 9 litres per minute,
 - 11.4.2 all showerheads have a maximum flow rate of 9 litres per minute,
 - 11.4.3 there are no leaking taps at the commencement of this agreement or when the water efficiency measures are installed, whichever is the later.

- 12. **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

13. **The Landlord agrees:**

- 13.1 to make sure the residential premises are vacant so the tenant can move in on the date agreed, and
- 13.2 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

14. **The Landlord agrees:**

- 14.1 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
- 14.2 that the landlord or the landlord's agent will not interfere with, or cause or permit any interference with, the reasonable peace, comfort or privacy of the tenant in using the residential premises, and
- 14.3 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

15. **The Tenant agrees:**

- 15.1 not to use the residential premises, or cause or permit the premises to be used, for any illegal purpose, and
- 15.2 not to cause or permit a nuisance, and
- 15.3 not to interfere, or cause or permit interference, with the reasonable peace, comfort or privacy of neighbours, and
- 15.4 not to intentionally or negligently cause or permit any damage to the residential premises, and
- 15.5 not to cause or permit more people to reside in the residential premises than is permitted by this agreement.

16. **The Tenant agrees:**

- 16.1 to keep the residential premises reasonably clean, and
- 16.2 to notify the landlord as soon as practicable of any damage to the residential premises, and
- 16.3 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



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- 16.4 that it is the tenant's responsibility to replace light globes and batteries for smoke detectors on the residential premises.
17. **The Tenant agrees**, when this agreement ends and before giving vacant possession of the premises to the landlord:
- 17.1 to remove all the tenant's goods from the residential premises, and
 - 17.2 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
 - 17.3 to leave the residential premises reasonably clean, having regard to their condition at the commencement of the tenancy, and
 - 17.4 to remove or arrange for the removal of all rubbish from the residential premises, and
 - 17.5 to make sure that all light fittings on the premises have working globes, and
 - 17.6 to return to the landlord all keys, and other opening devices or similar devices, provided by the landlord.
- 19.4 the tenant makes a reasonable attempt to have any appropriate tradesperson named in this agreement make the repairs, and
- 19.5 the repairs are carried out, where appropriate, by licensed or properly qualified persons, and
- 19.6 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 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,
- i) a failure or breakdown of the gas, electricity or water supply to the premises,
- j) a failure or breakdown of any essential service on the residential premises for hot water, cooking, heating, cooling or laundering,
- k) any fault or damage that causes the premises to be unsafe or insecure.

Landlord's general obligations for residential premises

18. **The Landlord agrees:**
- 18.1 to make sure that the residential premises are reasonably clean and fit to live in, and
 - 18.2 to make sure that all light fittings on the residential premises have working light globes on the commencement of the tenancy, and
 - 18.3 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
 - 18.4 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
 - 18.5 to comply with all statutory obligations relating to the health or safety of the residential premises.

Urgent repairs

19. **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:
- 19.1 the damage was not caused as a result of a breach of this agreement by the tenant, and
 - 19.2 the tenant gives or makes a reasonable attempt to give the landlord notice of the damage, and
 - 19.3 the tenant gives the landlord a reasonable opportunity to make the repairs, and

Sale of the premises

20. **The Landlord agrees:**
- 20.1 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
 - 20.2 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.
21. 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.

22. The Landlord and the Tenant agrees:

- 22.1 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
- 22.2 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.



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Landlord's access to the premises

23. **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:

23.1 in an emergency (including entry for the purpose of carrying out urgent repairs),

23.2 if the NSW Civil and Administrative Tribunal so orders,

23.3 if there is good reason for the landlord to believe the premises are abandoned,

23.4 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,

23.5 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),

23.6 to carry out, or assess the need for, necessary repairs, if the tenant is given at least 2 days notice each time,

23.7 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,

23.8 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),

23.9 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),

23.10 if the tenant agrees.

24. **The Landlord agrees** that a person who enters the residential premises under clause 23.5, 23.6, 23.7, 23.8 or 23.9 of this agreement:

24.1 must not enter the premises on a Sunday or a public holiday, unless the tenant agrees, and

24.2 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

24.3 must, if practicable, notify the tenant of the proposed day and time of entry.

25. **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.

26. **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.

Alterations and additions to the premises

27. **The Tenant agrees:**

27.1 not to install any fixture or renovate, alter or add to the residential premises without the landlord's written permission, and

27.2 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

27.3 to notify the landlord of any damage caused by removing any fixture attached by the tenant, and

27.4 to repair any damage caused by removing the fixture or compensate the landlord for the reasonable cost of repair.

28. **The Landlord agrees** not to unreasonably refuse permission for the installation of a fixture by the tenant or to a minor alteration, addition or renovation by the tenant.

Locks and security devices

29. **The Landlord agrees:**

29.1 to provide and maintain locks or other security devices necessary to keep the residential premises reasonably secure, and

29.2 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

29.3 not to charge the tenant for the cost of providing the copies except to recover the cost of replacement or additional copies, and

29.4 not to alter, remove or add any lock or other security device without reasonable excuse (which includes an emergency, an order of the NSW 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

29.5 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.

30. **The Tenant agrees:**

30.1 not to alter, remove or add any lock or other security device without reasonable excuse (which includes an emergency, an order of the NSW 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



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- 30.2 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.
31. 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 NSW 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

32. **The landlord and tenant agree** that:
- 32.1 the tenant may, with the landlord's written permission, transfer the tenant's tenancy under this agreement or sub-let the residential premises, and
- 32.2 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
- 32.3 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
- 32.4 without limiting clause 32.3, 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 32.3 and 32.4 do not apply to social tenancy housing agreements.

Change in details of landlord or landlord's agent

34. **The landlord agrees:**
- 34.1 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
- 34.2 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
- 34.3 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
- 34.4 if the landlord or landlord's agent is a corporation and the name or business address of the corporation changes, to give the tenant notice in writing of the change within 14 days.

Copy of certain by-laws to be provided

[Cross out if not applicable]

35. **The landlord agrees** to give 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 Management Act 1996, the Strata Schemes (Leasehold Development) Act 1986, the Community Land Development Act 1989 or the Community Land Management Act 1989.

Mitigation of loss

36. The rules of law relating to mitigation of loss or damage on breach of a contract apply to a breach of this agreement. (For example, if the tenant breaches this agreement the landlord will not be able to claim damages for loss which could have been avoided by reasonable effort by the landlord.)

Rental bond

[Cross out this clause if no rental bond is payable]

37. **The landlord agrees** that where the landlord or the landlord's agent applies to the Rental Bond Board or the NSW Civil and Administrative Tribunal for payment of the whole or part of the rental bond to the landlord, then the landlord or the landlord's agent will provide the tenant with details of the amount claimed and with copies of any quotations, accounts and receipts that are relevant to the claim and a copy of a completed condition report about the residential premises at the end of the residential tenancy agreement.

Smoke alarms

38. **The landlord agrees** to ensure that smoke alarms are installed and maintained in the residential premises in accordance with section 146A of the Environmental Planning and Assessment Act 1979 if that section requires them to be installed in the premises.
39. **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.

Swimming pools

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

40. **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 1996) 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]



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40A. **The landlord agrees** to ensure that the time that this residential tenancy agreement is entered into:

40A.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

40A.2 a copy of that valid certificate of compliance or relevant occupation certificate is provided to the tenant.

Loose-fill asbestos insulation

40B. **The landlord agrees:**

40B.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

40B.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.

Additional terms

[Additional terms may be included in this agreement if:

- a) both the landlord and tenant agree to the terms, and
- b) they do not conflict with the Residential Tenancies Act 2010, the Residential Tenancies Regulation 2010 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—break fee

[Cross out this clause if not applicable]

41. **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:

41.1 if the fixed term is for 3 years or less, 6 weeks rent if less than half of the term has expired or 4 weeks rent in any other case, or

41.2 if the fixed term is for more than 3 years,
[specify amount]:

This clause does not apply if the tenant terminates the 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. Section 107 of the Residential Tenancies Act 2010 regulates the rights of the landlord and tenant under this clause.

42. **The landlord agrees** that the compensation payable by the tenant for ending the residential tenancy agreement before the end of the fixed term is limited to the amount specified in clause 41 and any occupation fee payable under the Residential Tenancies Act 2010 for goods left on the residential premises.

Additional term—pets

[Cross out this clause if no rental bond is payable]

43. **The tenant agrees** not to keep animals on the residential premises without obtaining the landlord's consent.

44. The landlord agrees that the tenant may keep the following animals on the residential premises:

45. The tenant agrees to have the carpet professionally cleaned or to have the residential premises fumigated if the cleaning or fumigation is required because animals have been kept on the residential premises during the tenancy.

46. **The landlord agrees**

46.1 **subject to any by-law applicable under clause 33 prohibiting pets**, that the tenant may keep pets in the residential premises if the pets do not interfere with the reasonable peace comfort and/or privacy of neighbours.

46.2 The tenant agrees to remove any pet within 48 hours where in the reasonable opinion of the landlord the pet is not suitable to be kept on the premises and the landlord gives the tenant written notice to that effect.

46.3 Clauses 38.1 and 38.2 do not apply to restricted dogs as defined by the Companion Animals Act 1998 or dogs declared as dangerous pursuant to that Act. The tenant must not keep any such dogs on the premises.

Additional term-Notify the landlord of additional occupant

[Cross out this clause if no rental bond is payable]

47. **The tenant agrees:**

47.1 to give the landlord written notice within 28 days of any change of household membership or

47.2 to give the landlord written notice when an additional occupant resides in the premises for longer than 28 days.



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Additional term-

Notify the Landlord of Additional Occupant where there is Anti-Social Behaviour

[Cross out this clause if no rental bond is payable]

48. **The tenant agrees**, notwithstanding sub clause 39.2, to give the landlord notice (tenant's notice) as required where:

48.1 the tenant has allowed an additional occupant to reside in the premises and the landlord has alleged that there has been a prior breach of this agreement, then the landlord may give notice (landlord's notice) to the tenant requiring the tenant to give the landlord notice (tenant's notice) of any additional occupant who resides or may reside in the premises for longer than 3days.

48.2 the tenant lives in a neighbourhood which the landlord has determined is subject to a strategy directed to combating anti-social behaviour and the landlord has given the tenant notice (landlord's notice) that the strategy applies to the neighbourhood in which the tenant's premises are situated and that notice also requires the tenant to give the landlord notice (tenant's notice) of any additional occupant who resides or may reside in the premises for longer than 3days.

Additional term-

Provision of income and asset detail

[Cross out this clause if no rental bond is payable]

49. **The tenant agrees** for the purposes of rental rebate assessment:

49.1 that the landlord may formulate policy for the granting of rental rebates and that in accordance with such policies the landlord may grant a rental rebate in its absolute discretion; and

49.2 to provide to the landlord such material and documentation as required by the landlord to verify all the income and assets of the tenant; and

49.3 to provide to the landlord such material, documentation, or written authority as required by the landlord to verify all the income and assets of all other persons residing in the residential premises; and

49.4 to notify the landlord in writing within 28 days of any changes to the income and/or assets of the tenant; and

49.5 to notify the landlord in writing within 28 days of any changes to the income and/or assets of any other person residing in the premises; and

49.6 that the landlord may seek confirmation from any third party of the information provided under clauses 39 and 40 and sub-clauses 41.2 and 41.4; and

49.7 that the tenant will obtain the written consent on behalf of the landlord, within 28 days of the landlord's request, of all other persons residing in the residential premises for the purpose of the landlord seeking confirmation from any third party of the information provided under sub-clauses

49.8 41.3 and 41.5 in respect of those persons; and for any third party to provide written confirmation requested by the landlord that any statements as to income or assets of the tenant or occupancy of the premises, as disclosed by the tenant from time to time, are true and correct. The confirmation requested might relate to any period of time. The authority in sub-clause 41.6 and the authority in this sub-clause cease upon the tenant giving the landlord written notice of cessation of the authority and the tenant having proof of receipt of such notice by the landlord; and

49.9 to obtain the written authority, within 28 days of the landlord's request, of all other persons residing in the residential premises for any third party to provide written confirmation requested by the landlord that any statements as to income or assets of persons residing in the residential premises, other than the tenant, are true and correct. The authority referred to in sub-clause 41.7 and the authority in this sub-clause cease upon the tenant giving the landlord written notice of cessation of the authority and the tenant having proof of receipt of such notice by the landlord; and

49.10 that failing, as required by clause 39 and this clause, to notify and/or verify income, assets or occupancy may result in the reduction or cancellation of the rental rebate from a date determined by the landlord.

Additional term-

Cleanliness of the premises

[Cross out this clause if no rental bond is payable]

50. Consistently with sub-clause 14.1 of this agreement, the tenant agrees to keep the residential premises reasonably clean, including by:

50.1 not hanging any washing on any balcony or verandah, forming part of the residential premises, in such a way as to be visible from outside the premises other than on any washinglines provided for the purpose; and

50.2 keeping any goods and objects stored on the premises out of public view and out of any common areas, particularly by keeping any unkempt and/or unregistered motor vehicles out of public view and out of any common areas; and

50.3 not placing any caravan on the premises without the agreement of the landlord, such agreement to comply with relevant local government laws.

Additional term-

Hoarding

[Cross out this clause if no rental bond is payable]

51. "Hoarding" means having; and/or collecting; and/or acquiring; and/or keeping; and/or permitting objects in or at the premises of an amount; and/or at a level; and/or to an extent that:



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- 51.1 impairs or prevents the use of the premises or any part of the premises as residential premises;
- 51.2 impairs or prevents the use of particular rooms within the premises for their intended purpose or purposes;
- 51.3 causes or permits the premises or any part of the premises to become or to be in a condition that is unsanitary and/or unsafe and/or that makes the premises or any part of the premises a risk to personal and/or occupational and/or public health and safety;
- 51.4 causes or permits the premises or part of the premises to become or to be in a condition that encourages infestation by or attracts rats, mice and other rodents, fleas, lice, moths, insects, vermin or other pests.
- 51.5 Consistently with sub-clause 14.1 of this agreement, the tenant agrees not to engage in or participate in or allow hoarding on the premises.

Additional term- Personal occupancy Required

[Cross out this clause if no rental bond is payable]

52. The tenant agrees:

- 52.1 that he or she will personally occupy the residential premises at all times.
- 52.2 Without limiting the operation or generality of sub-clause 441, the tenant acknowledges that the premises are intended to be available as social housing and that the payment of rent or maintaining of the premises does not constitute occupancy.

Additional term- No Lighting of Fires

[Cross out this clause if no rental bond is payable]

- 53. **The tenant** shall not light a fire on the residential premises to burn household or garden refuse or any other matter at anytime.

Additional term- Under Occupancy

[Cross out this clause if no rental bond is payable]

- 54. **The tenant** acknowledges that the landlord may give a notice of offer of alternative premises on the basis that the premises are not fully used and occupied having regard to, among other things, the number of persons residing at the premises, the size of the premises and the nature of the premises.

Additional term- Social Housing Debt

[Cross out this clause if no rental bond is payable]

- 55. **The tenant agrees** to enter into reasonable arrangements for the repayment of any debt, incurred in connection with this or any prior social housing tenancy agreement, and to comply with those arrangements and any variations to those arrangements.

Additional term- Renewable Energy & Emissions Trading Schemes & Technology

[Cross out this clause if no rental bond is payable]

56. The tenant agrees

- 56.1 that the landlord is entitled to all rights and interests in relation to any certificate that may issue (or has issued) pursuant to any renewable energy or emissions trading schemes (Schemes), including the State Government's NSW Energy Efficiency Trading (NEET) Scheme, to the extent arising from the installation of any thing, or any activities undertaken, by or on behalf of the landlord on or in relation to the residential premises, including without any limitation:
 - 56.1.1 the installation of solar water heaters or small generation units giving rise to an entitlement to create renewable energy certificates under the Renewable Energy (Electricity) Act 2000 (Cth); and
 - 56.1.2 any activity giving rise to an entitlement to abatement certificates under the Greenhouse Gas Reduction Scheme pursuant to the Electricity Supply Act 1995 (NSW).
- 56.2 **The landlord agrees** that the tenant will be entitled to all rights and interests in any certificate that may issue (or has issued) pursuant to the Schemes, to the extent arising from the installation of any thing, or any activities undertaken, by the tenant on or in relation to the premises with the landlord's written consent, which consent may be on terms. For the avoidance of any doubt, in consideration of the parties entering into this agreement, the landlord consents to the tenant installing energy efficient (or saving) light bulbs or globes and shower heads in the premises at his or her cost.
- 56.3 Renewable energy or emissions technology, such as grid-interactivity or two way grid interconnections as between the premises and any electricity grid, may provide benefits to the parties under this agreement such as reduced electricity charges and lower maintenance costs. The tenant agrees that the landlord may determine during this agreement to implement any such technology in relation to the premises, in which case the determination may also provide for the tenant deriving some benefit in his or her capacity as a tenant under this agreement.



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Additional term-

Continuation of tenancy (if fixed term agreement)

[Cross out this clause if no rental bond is payable]

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

Additional term-

Ending a fixed term agreement

[Cross out this clause if no rental bond is payable]

58. 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.

Additional term-

Ending a periodic agreement

[Cross out this clause if no rental bond is payable]

59. 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.

Additional term-

Other grounds for ending agreement

[Cross out this clause if no rental bond is payable]

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

Additional term-

Warning

[Cross out this clause if no rental bond is payable]

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

Additional term-

Rental rebate fraud

[Cross out this clause if no rental bond is payable]

62. The tenant acknowledges that a notice of termination may issue if the tenant receives a rental rebate or subsidy to which they are not entitled.

Additional term-

Anti-Social Behaviour

[Cross out this clause if no rental bond is payable]

63. The tenant acknowledges that behaviour of the kind described below may entitle the landlord to take action to terminate their tenancy. More particularly, the types of behaviour that are not acceptable include, without limitation to the Residential Tenancies Act:

- Repeatedly making excessive noise such as shouting, screaming or playing loud music, especially late at night.
- Letting other members of the household including children behave in an uncontrolled manner.
- Leaving rubbish such as household garbage, broken appliances, discarded furniture and unregistered motor vehicles in the property or yard.
- Damaging any part of the property you live in, including roofing, walls, utility connections, pipes and electricity conduits.
- Damaging (wilfully) any other property or public building in the neighbourhood.
- Going into other people's properties or yards without their permission.
- Threatening, abusing, intimidating or swearing at other people living nearby or visiting the neighbourhood.
- Throwing anything at people living nearby or visiting the neighbourhood.
- Assaulting people living nearby or visiting the neighbourhood.
- Taking any other action that harasses, scares or distresses other people living nearby or visiting the neighbourhood.
- Letting dogs or other household pets stray from the property.
- Letting dogs or other household pets hurt others or damage property.
- Allowing visitors to do any of the things described above.



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Signed by the landlord/agent

Name of landlord/agent

Signature of landlord/agent

on the day of 20__

in the presence of (witness)

Name of witness

Signature of witness

Signed by the tenant

Name of tenant

Signature of tenant

on the day of 20__

in the presence of (witness)

Name of witness

Signature of witness

Signed by the tenant (2)

Name of tenant

Signature of tenant

on the day of 20__

in the presence of (witness)

Name of witness

Signature of witness

Signed by the tenant (3) and any other tenants

Name of tenant

Signature of tenant

on the day of 20__

in the presence of (witness)

Name of witness

Signature of witness

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

Signature of tenant/s

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