

Superior

Property Management

**R&W**

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## Guidelines | Information

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(Detector Inspector Brochure)
- Let your Property stand out in Highlight Position on realestate.com.au.  
(Be seen at the top of the search results Brochure)
- NSW GOVT Landlord Information Statement

# Landlord Checklist

- Re direct all mail to your new postal address
- Consider taking out a landlord insurance policy & provide a copy of the policy to your property Manager.
- Disconnect the power and any other utilities at the property & reconnect at your new premises.
- Arrange water efficiency compliance certificate (Legal requirement, refer to the Landlord Information Statement).
- If you have a swimming pool, make sure you have and provide the Compliance Certificate and have it registered at Local council.
- Organize professional cleaning, carpet steam cleaning & fumigation.
- Install window locks if your property is above ground level (Legal requirement as per the Landlord Information Statement).
- Install compliant smoke alarms & antenna (Legal requirement as per the Landlord Information Statement).
- Arrange recommend repairs / maintenance (Flyscreens, window coverings, exhaust fans in bathrooms & laundry, clothesline),
- Removal of household items, furniture and rubbish, if any.
- If comprising more than 1 dwelling, then make sure water meters have separate meter readings and registered with Sydney Water. Make sure all other utilities are separated and have their own unique meter readings.
- Arrange key cutting.
- NOTE- Refer to your “NSW OFT Landlord Information Statement” for more information on any of the above legal requirements.

# Understanding property management ...

You've acquired an investment property and you recognise that it's a substantial asset that will increase in value over time.

You also recognise that renting out your property can bring you a great return on your investment but that renting carries immense responsibilities - particularly in terms of the rules and regulations to be found in the Residential Tenancies Act.

Failure to conform to the guidelines of the Act can attract severe penalties to either the owner (that's you) or your nominated managing agent (that's us).

Therefore, real estate agents must possess a thorough working knowledge and a detailed understanding of this and other real estate-related Acts, as well as any other Acts of Parliament that get introduced in the future.

In addition, our property management team is always thoroughly informed and fully trained in all aspects of the relevant legislation to make sure that we work at all times in your best interests - legally, ethically and financially.



# Our property management operation...

**Principal Licensee & Directors**

**Our Head of Property Management | Account Manager**

Our Head of Property Management | Account Manager role is a combination of leadership skills, industry expertise, and a strategic mindset. It involves managing all aspects of the trust accounting and reporting monthly to the Principal & Directors on all KPA's such as rental arrears, maintenance, lease status and monthly rental reviews.

**Our Senior Property Manager**

Our Senior Property manager's role is to Identify and mitigate potential risks associated with property management, including, maintenance, legal, financial risks to our clients.

They implement crisis management plans to address unexpected events that may impact property and develop and implement strategies for identifying new opportunities for growth in rental yields on an annual basis.

**Leasing | Property Manager**

Our Leasing Property manager is responsible for overseeing the leasing activities of a real estate property. Their primary focus is on attracting and retaining tenants, ensuring high occupancy rates, and maximizing rental income. The role involves a combination of marketing, customer service, and administrative responsibilities.

**Inspection Manager**

The responsibility of our Inspection Manager involves overseeing and coordinating property inspections for a real estate portfolio. This position is responsible for ensuring that properties are well-maintained, meeting safety standards, and complying with regulations.

# Personal Care & Service

Property Management is all about relationships that instil confidence. The calibre of care and attention you can expect as a Richardson&Wrench client is second to none and we take a highly proactive approach. After all, we're here to help. You'll deal with dedicated Property Managers who know your property inside out, backed up by a supportive team on hand to assist in the efficient day to day management. We put the best people on the job, make ourselves constantly available and deal with issues rapidly, ensuring minimal disruption to both you and your tenants.



# What our clients are saying

## Leila Pickering says...

Awesome, honest, friendly team at Richardson and wrench Hoxton park. Sophie has worked on her day off to get my maintenance done. Thank you for being awesome.

## Jessica Howell says...

I would highly recommend as your agent. She is a very passionate and well driven individual that works to her full potential every day. She constantly ensures her customers tenants and landlords are always well looked after. Maria is a professional individual who takes pride in her work she is a bundle of knowledge and knows how to get any job done even outside of business hours always willing to help.

## Claudia A says...

Had the pleasure of dealing with Nadia, she went above and beyond to ensure my needs were met, to the point, no non sense! her down to earth attitude and personality made the experience extremely comfortable and easy. I would highly recommend her. She keeps it real and makes me feel like a friend rather a client.

## Stephanie says...

There are not enough stars to rate our Property Manager. Professional, responsive, proactive, capable, and caring... are just a few adjectives I'd use to describe her. We are very fortunate to have you looking after our investment property and you are true assets to us, as property owners, as well as to your business

# Meticulous tenant selection

All of our tenants go through a rigorous selection process to ensure we secure trustworthy people who will look after your property as if it were their own. All prospective tenants are fully reference checked to determine their rental history and undergo a comprehensive ID validation process. They are required to personally inspect the property so we can meet them face to face to further ascertain their suitability. Because we're so well established, we have strong networks of tenants, many of whom have rented through us for years, allowing us to forge relationships with people we trust to care for your home.

## RESIDENTIAL LEASE AGREEMENT

Residential Lease Agreement ("Agreement") made this \_\_\_\_\_  
 ("Landlord") with a mailing \_\_\_\_\_, City of \_\_\_\_\_  
 AND \_\_\_\_\_

Landlord and Tenant are each referred to herein as a "Party"  
 WHEREFORE, FOR AND IN CONSIDERATION of the  
 Tenant agrees to lease the Premises  
 as described



MENT

address of \_\_\_\_\_, 20\_\_\_\_

and, collectively, as the "Parties"

the mutual promises and agreements  
from the Landlord under the follow

property below to the Tenant:



# Market-leading technology

Finely tuned systems play a vital role in efficient property management, which is why we are committed to staying at the forefront of industry technology. We make life simple and streamlined for our clients, with up to date property account information and reporting so you'll always know where you stand. You'll receive comprehensive, straightforward reports and statements and enjoy easy reporting and approval of all maintenance issues.

## Marketing Expertise

Showcasing your property to the broadest possible scope of prospective tenants, locally, nationally and internationally, is crucial to finding the best possible people, achieving maximum rent and minimising vacancies. Your property will enjoy far-reaching exposure on R&W office websites and our national website [randw.com.au](http://randw.com.au), as well as major real estate portals [domain.com.au](http://domain.com.au) and [realestate.com.au](http://realestate.com.au). In addition, our extensive database is an invaluable marketing resource, giving us highly targeted access to tenant clients both new and existing. Local newspaper advertising, signage and shopfront exposure can all add to our strategic marketing reach where required.

# Repairs & Maintenance

Our process for handling repairs, maintenance and emergencies is simple, streamlined and clearly communicated to both owners and tenants. We call upon the expertise of a network of trusted, licenced maintenance tradesman, ensuring every job is handled efficiently and cost effectively. We undertake regular inspections to make sure your property is being properly cared for and allow for us to advise on any required maintenance needed to keep it in tip top condition.

At Richardson&Wrench, we provide portal access to both our tenants and landlords to instantly receive all reporting of not only a maintenance report but also rent payment status and financial statement. Our business is as much about people as it is about property. It's about providing security, peace of mind and the understanding that we're working hard for you behind the scenes. As our client, we're here to make your experience memorable, rewarding and seamless, because that's the R&W advantage.

# Frequently Asked Questions.

## Why use a property manager and pay fees when I can do it myself?

There are many owners who choose to manage their investment property themselves, and in most cases they do very well. However, it is extremely time consuming when it comes to advertising to find a tenant, collecting rent/water, arranging repairs and maintenance, dealing with day to day tenant issues/complaints and then conducting inspections.

## How often will I be paid rent?

We can disburse funds to you as often as you need but once or twice a month is standard. End of month payments are made on the last business day of the month and mid month payments are conducted on the business day on or before the 15th. In addition, we can arrange for funds to be allocated for future maintenance, strata fees or council rates if you wish.

## How can I access my information?

We provide both owners and tenants with 24 hour access to relevant information through our online portal. Owners can access all financial information, past statements and much more.

## Do I need landlord's insurance, is it really necessary?

It is not compulsory to have landlord insurance on your investment property; however, we strongly recommend that every property investor has a landlord insurance policy in place for their investment. Landlord Insurance will protect you in the event should a tenant stop paying rent, vacating the property early or malicious damage to the property. Some policies also includes public liability and limited cover for contents (e.g. floor coverings, curtains)

## Where are the keys kept for my investment?

A set of keys are provided to each adult tenant and a second set maintained in the office. For security reasons, all our keys are coded and do not identify the property address.

## Am I liable to pay for Electricity / Gas / Phone?

No. It is the tenant's responsibility to have these utilities transferred into their name once they take occupancy and to arrange disconnection when they vacate the property.

## What about water rates?

Water usage can be charged to the tenant providing there is separate metering in place and that all taps and shower heads in the property meet water efficiency parameters. If you're not sure whether or not they do, we can arrange a plumber to attend and certify your property.

## What's the next step?

Simply complete the Exclusive Management Agency Agreement and return it to us and we will do the rest

# Management Fees

Professional Management	Charged on rental income collected (INC GST)	4.75% - 6.6%
Fee Letting Fee	Charged when a tenant is found (EX GST)	1 weeks rent
Lease Preparation Fee	Charged upon signing of lease (INC GST)	\$33.00
Administration & Bank Charge	Charged Monthly (INC GST)	\$5.50

# Marketing Package

All Recognised National Portals	National Websites	Complimentary
domain.com.au	Standard Listing - 60 day feature	Complimentary
realestate.com.au	Highlight Position	Complimentary
Data Base Contacts	SMS & Email Notifications (Listed & Invites)	Complimentary
Professional Photography	Unlimited Images	Optional \$110.00
Signboard (By digital Central)	Metal (Professionally Installed)	Complimentary
Social Media Ads	Facebook & Instagram	Complimentary
Floorplan	Digital	Optional \$150

# R&W



[randw.com.au](http://randw.com.au)



RentCover  
Ultra

# Extra protection for your investment

Landlord and contents insurance

RentCover.com.au 1800 661 662

celebrating  
**30**  
1991 2021  
YEARS

Designed for apartments, units and villas where the building is already covered by body corporate, or stand-alone homes where the building is insured separately.



Up to six or 52 weeks

#### Loss of rent

Protection during hardship and when a tenant stops paying rent or has left unexpectedly (up to six weeks cover).

Protection during repairs when a property is uninhabitable following tenant damage or insured events (up to 52 weeks cover).



Up to \$65,000

#### Tenant damage

Covers tenant damage to contents and building, including intentional and accidental damage.



Up to \$65,000

#### Water damage

Covers damage to contents by water, including from overflowing basins and bursting pipes.



Up to \$65,000

#### Storm damage

Covers damage to contents caused by rain, storm, cyclone and flood.



Up to \$65,000

#### Fire damage

Covers damage to contents by fire or explosion, including arson by the tenant.



Up to \$65,000

#### Pet damage

Covers damage to contents and building caused by a tenant's domestic pet kept at the property, including those not named on the lease.



Up to \$30 million

#### Legal liability

Protection when you are found legally liable for an incident, including tenant injury.



Up to 52 weeks

#### Denial of access

Protection for lost rent when a tenant refuses to leave the property and a court order is required for possession of the property.



Up to \$5,000

#### Legal expenses

Covers court and tribunal fees for loss of rent claims.



Up to \$65,000

#### Drug lab clean-up

Covers damage to contents and building caused by meth labs and hydroponic set-ups.



Up to 52 weeks

#### Death of a tenant

Protection for lost rent after the death of a tenant, including murder and suicide.

For a combined landlord, contents and building insurance policy, ask us about RentCover Platinum.

## RentCover Ultra Premiums

Our premiums are fixed by state and territory. These figures do not account for extra costs associated with extensions to the standard cover limits.

NSW	\$443	QL	\$372
SA	\$335	D	\$312
VIC	\$370	TAS	\$335
ACT	\$395	WA	\$432
		NT	

Apply online at [RentCover.com.au](https://rentcover.com.au) or call 1800 661 662

Elkington Bishop Molineaux Insurance Brokers Pty Ltd (EBM) (ABN 31 009 179 640, AFSLN 246986) holds a binding authority from QBE Insurance (Australia) Limited (QBE) (ABN 78 003 191 035, AFSLN 239545) which allows EBM to arrange, issue and distribute insurance on behalf of QBE and to deal with or settle claims on their behalf. Any recommendation made about this insurance is general advice only and does not take account of your particular needs and circumstances. Before purchasing insurance, read the Product Disclosure Statement and the Financial Services Guide available on our website ([RentCover.com.au](https://rentcover.com.au)) or by contacting 1800 661 662, and use the information to decide whether to buy or hold the insurance.





## Landlord Preferred Policy

Specialist protection for your rental income and property.

Terri Scheer is Australia's leading landlord insurance specialist. The Landlord Preferred Policy provides cover for landlords from many of the tenant related risks of property investment, including:

u Tenant damage to building and contents u Legal Liability

u Tenant related loss of rent u Pet damage

u Re-letting expenses greater than the bond u Cover for fixed term and periodic leases

**Loss of Rent - Permanent tenancies**

- u Tenant hardship awarded by a court – up to 4 weeks rent
- u Absconding tenants – up to 20 weeks rent but not more than you would legally be entitled to recover under the lease
- u Premises left untenanted for a minimum of 7 days due to insurable damage to your contents – up to 6 weeks rent
- u Defaulting tenant resulting in termination of lease or eviction by court order – up to 20 weeks rent but not more than you would be legally entitled to recover under the lease

- u Death of a tenant (under a sole tenancy) – up to 15 weeks rent
- u Failure to give vacant possession – up to 28 weeks rent but not more than you would be legally entitled to recover under the lease

- u Prevention of access for more than 7 days because of an incident listed in this insured event - up to 52 weeks rent
- u Premises left untenanted due to tenant damage to your building for a minimum of 7 days – up to 52 weeks rent

- u Weekly rent limited to \$1,000 within standard premium. Higher weekly rent cover is available for an additional premium.

### Additional benefits

If a claim for loss of rent is covered you may also be able to claim for the following:

- u Reletting expenses that exceed the bond – up to \$500 during any one period of insurance
- u Removal and storage of goods required by the Act – up to \$500
- u Representation costs of your property manager obtaining a court order – up to \$500 or up to \$300 if you have to engage a bailiff/sheriff for the purpose of evicting your tenant
- u Change of locks – up to \$250

Like all insurances, limits, conditions and exclusions apply. Read the Product Disclosure Statement for full details.

### Loss or Damage – Section 2 – Contents\*

This policy provides cover for contents owned by the property owner and legally responsible for such as floating floorboards, carpets, curtains, blinds, light fittings and furniture.

These items are covered against loss or damage from events such as:

- u Tenant damage
- Damage by\*\*u pets – up to \$2,500 (per period of insurance)
- u Damage from scorching to carpet – up to \$1,000 (per period of insurance)\*\*

- u Flood, storm or rainwater damage

- u Theft, fire (including bushfire), explosion, electric motor burnout, lightning, earthquake or tsunami and impact

We do not insure you for bushfire, storm, flood or tsunami in the first 72 hours of your policy. Like all insurances, limits, conditions and exclusions apply. Read the Product Disclosure Statement for full details.

### Loss or Damage – Section 3 – Building (tenant damage)\*

This policy covers your building against loss or damage from events such as:

- u Tenant damage
- Damage by pets – up to \$\*\*u am2,500 (per period of insurance)
- u Damage from scorching to sections of bench or vanity tops – up to \$1,000 (per period of insurance)\*\*

Cover under Sections 2 Contents and 3 Building (tenant damage) is limited to a combined amount of \$60,000 unless otherwise agreed and shown on your policy schedule.

The limits described for pet & scorching are combined limits between Section 2 Contents and Section 3 Building (tenant damage).

### Legal Liability

This policy covers your legal liability as the landlord and owner of the property. Limit of Indemnity \$20,000,000.

### New Business Policy Premiums+

South Australia	\$345	Tasmania		\$34
Western Australia	\$355	New South Wales		5
Victoria	\$369	Northern Territory	ACT	\$345
		Queensland		\$46
				5

Pricing subject to change

### Type of Claim

Loss of Rent	<b>Excess</b>	\$38
Tenant Damage	No Excess	
Scorching or Pet Damage		\$500 per claim
Earthquake or Tsunami		\$250 per claim
Additional benefits in Section 1, Liability		\$200 per claim
Other Claims	No Excess	
		\$100 per claim

Like all insurances, limits, conditions and exclusions apply. Read the Product Disclosure Statement for full details.

Insurance issued by AAI Limited ABN 48 005 297 807 AFSL 230859 trading as Terri Scheer. Read the Product Disclosure Statement before buying this insurance. Go to [terrischeer.com.au](http://terrischeer.com.au) for a copy. The Target Market Determination is also available. This content applies to policies with a start date on or after 15 June 2023. New business policy premiums apply to policies issued on or after 18/08/2023 with an effective date on or after 18/10/2023. TS00136 18/08/23 A

Are you 100% sure  
ALL your smoke detectors  
will work when tenants lives  
are at risk?

**Tenants NSW Fact Sheet 20:  
Smoke Alarms' states:**

"Landlords must install smoke  
alarms.

It is a term of every residential  
tenancy agreement that the  
landlord will install and  
maintain smoke alarms  
according to the standards in the  
Environmental Planning and  
Assessment Regulation 2000."

Source: [www.tenants.org.au/tenants/fact-sheet-20-smoke-alarms](http://www.tenants.org.au/tenants/fact-sheet-20-smoke-alarms),  
Version: June 20, 2011.



**A burning  
question for  
landlords**



NSW's leading  
smoke alarm  
maintenance  
service will take the  
heat off you.

**DETECTOR  
INSPECTOR**

[detectorinspector.com.au](http://detectorinspector.com.au)

## About Detector Inspector

The landlord has a duty of care and responsibility to ensure that smoke detectors in their properties are operational.

They must comply with Australian Standards AS 3786-1993 and Environmental Planning and Assessment Regulation 2000 and be installed as outlined in the Building code of Australia (BCA) for the ongoing safety of occupants.

Detector Inspector specialises in the annual maintenance of smoke detectors in residential and commercial properties, as well as the installation of new detectors with expired guarantees.

## We trust Detector Inspector So should you

Detector Inspector is recommended by many of NSW's leading Real Estate Agencies.

They trust that the inspections carried out in your property will be completed thoroughly by a team of professionals.

They know that everyone at Detector Inspector has completed comprehensive smoke detector service training, will follow strict procedure guidelines and will complete the job according to the Building Code of Australia.



## Here's how we give you peace of mind

First Detector Inspector will complete an initial maintenance check to ensure your smoke detectors are within expiry dates, positioned correctly according to the BCA and comply with Australian Standards and the Environmental Planning and Assessment Regulation 2000.

The annual smoke detector check includes:

- Cleaning smoke detector & surrounding areas
- Battery replacement
- Decibel testing
- Smoke tests
- Replacement of faulty or expired smoke detectors
- Photos of each smoke detector
- Service sticker on smoke detectors
- Information card left for occupants
- Tenant signature upon completion (when applicable)

And because we specialise in this service, our specific record keeping and data management service safeguards both the managing agent and the landlord in the event of an incident.

## Safer & more professional than a tradesman

The comprehensive Detector Inspector service is available to you. The flat, modest annual fee includes the servicing of all smoke detectors in each property and includes the replacement of 9 Volt batteries in all smoke detectors with backup batteries.

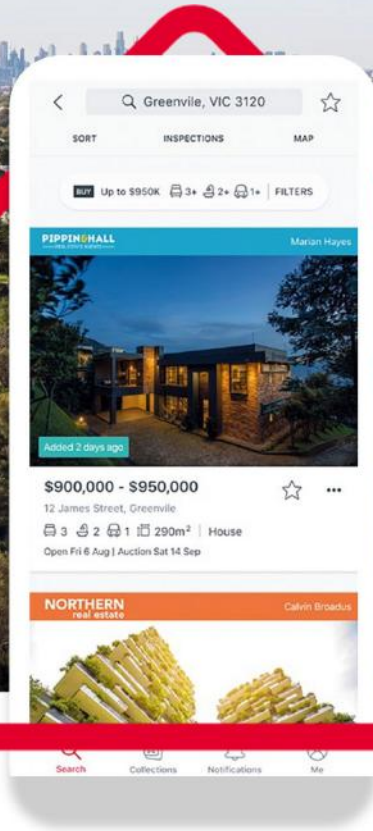
Our service is guaranteed for 12 months. No matter how many times Detector Inspector is called out to your property, you are covered under our initial service fee.

Use a tradesman for this highly specialised procedure and you're playing with fire.

Most tradesman do not have the level of expertise required in this area. No smoke checks, no record keeping, no checking guarantee expiry dates, incorrect batteries, no compliance with legislation.

It's just not worth the risk.

DETECTOR  
INSPECTOR



# Highlightlisting

Shine a light on your property and attract more buyers

Getabetterresult



PropertyAdvertising

# Be seen towards the top of the search results

Highlight your property with a larger listing and be seen towards the top of the search results, above all Feature listings.

1.3×

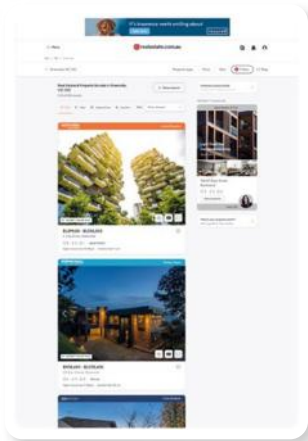
Number of enquiries compared with a Standard listing.<sup>1</sup>

1.5×

Number of views compared with a Standard listing.<sup>1</sup>

1.3×

Number of times seen in the search results compared with a Standard listing.<sup>1</sup>



Highlight Listing	
Position in search results	
Listing size	
Rotates to the top of search results	30 days <sup>2</sup>
Image carousel	✓
Property information at the top of the property page for improved search engine results	✗
Auction and inspection times	✓

## Connecting you to 12.5 million Australians every month<sup>3</sup>

At realestate.com.au we have the largest, most engaged property audience in Australia. Target the right buyers and tenants on Australia's number 1 address in property and give your listings the attention they deserve.

To increase your property's chances of being seen, speak to your realestate.com.au representative and ask about upgrading to a Highlight listing today.

1. REA internal data (20 January 2021 – 20 Jan 2022).  
 2. Highlight listings in Buy rotate above all other Highlight properties every 30 days.  
 3. Nielsen Digital Media Ratings (Monthly Tagged), Oct 21 – Dec 21 (average), P2+, Digital (C/M), text, realestate.com.au vs Domain, Unique Audience.

# Landlord information statement

## What you must know before you rent out your residential property

### Starting a tenancy

Before renting your residential property to a tenant, you (the landlord) or your agent will need to sign an acknowledgment on the residential tenancy agreement that you have read and understood this information (the **Landlord information statement**). Penalties apply if this is not met.

#### Your general responsibilities before renting out your property

Before renting out your property, you must make sure that the property is reasonably clean, is fit to live in and is in a reasonable state of repair. You must take all reasonable steps to ensure that:

- there is no legal barrier to occupy the property as a residence (e.g. environmental planning restrictions or no council approval to use the property as a residence)
- your property complies with health and safety laws (e.g. pool fencing, electrical installations, smoke alarms, window and balcony safety)
- the property is reasonably secure
- all light fittings are fitted with working globes.

#### Your property must be fit to live in

To be fit to live in, your property must (at a minimum):

1. be structurally sound
2. have adequate natural or artificial lighting in each room, except storage rooms or garages
3. have adequate ventilation
4. be supplied with electricity or gas, and have enough electricity or gas sockets for lighting, heating and other appliances
5. have adequate plumbing and drainage
6. have a water connection that can supply hot and cold water for drinking, washing and cleaning
7. have bathroom facilities, including toilet and washing facilities, that allow users' privacy.

The property could have other issues that may make it unfit for a person to live in, even if it meets the above 7 minimum standards. Before you rent out your property, you should take steps (such as make repairs) to make sure it is fit to live in.

#### What you must tell your tenant before signing a tenancy agreement

Before signing a tenancy agreement, you or your agent must tell your potential tenant if the property is:

- planned to be sold
- subject to court proceedings where the mortgagee is trying to take possession of the property
- in a strata scheme and a strata renewal committee is currently established for the strata scheme.

You or your agent must also not induce a tenant to enter into an agreement by making false or misleading representations, or by knowingly hiding that the property:

- has been subject to flooding from a natural weather event or bushfire in the last 5 years
- has significant health or safety risks (unless obvious to a reasonable person when the property is inspected)
- has been the scene of a serious violent crime (e.g. murder or aggravated assault) in the last 5 years
- is listed on the [loose-fill asbestos insulation register](#)
- has been used to manufacture or cultivate a prohibited drug or prohibited plant in the last 2 years
- is part of a building where a fire safety order or a building product rectification order (or a notice of intention to issue one of these orders) has been issued regarding external combustible cladding
- is part of a building where a development application or complying development certificate application for rectification has been lodged regarding external combustible cladding

- is in a strata scheme where scheduled rectification work or major repairs will be carried out to common property during the fixed term of the agreement
- is affected by zoning or laws that will not allow a tenant to obtain a parking permit, and only paid parking is available in the area
- is provided with any council waste services that are different to other properties in the council area
- has a driveway or walkway that others can legally use.

Penalties apply if any of the above is not done.

### There must be a written tenancy agreement

You must use the standard form of residential tenancy agreement. Standard terms cannot be altered or deleted. Verbal agreements are still legally binding on you.

Additional terms are negotiable and may be added as long as they do not conflict with the *Residential Tenancies Act 2010* or *Residential Tenancies Regulation 2019* and are not inconsistent with the standard terms of the agreement. Any term that limits or varies your obligations under the Act or Regulation is prohibited and void.

As part of any agreement you must not:

- require the tenant to have the carpet professionally cleaned, or pay for such cleaning costs, when they vacate, unless required because a pet has been kept on the property
- require the tenant to take out insurance
- exempt yourself from liability for your or your representatives' acts or omissions
- require the tenant pay all or any part of the remaining rent, increased rent, a penalty or liquidated damages, if the tenant breaches the agreement
- provide that if the tenant does not breach the agreement, the rent may be reduced or that the tenant may be given another benefit
- require the tenant to use the services of a specified person or business to carry out any of the tenant's obligations under the agreement
- require the tenant to use a specific utility provider if there is no restriction that you use a specific utility provider.

Exceptions apply to agreements that are for 20 years or more.

### In choosing a tenant, you must not discriminate

You have the right to choose the most suitable applicant for your property, but it is against the law to discriminate due to a person's race, age,

disability, gender, sexual orientation, marital status or pregnancy. It is against Commonwealth and State anti-discrimination laws to do so.

### What you must give to your tenant

**Before** a tenant signs an agreement or moves into the property, you or your agent must give the tenant the following:

- a copy of the proposed tenancy agreement, filled out in the spaces provided
- 2 hard copies, or 1 electronic copy, of the condition report completed by you or your agent
- a copy of the **Tenant information statement**
- a copy of the by-laws, if the property is in a strata scheme.

**At the time** the agreement is signed, you or your agent must:

- for any swimming or spa pools on the property, provide a copy of the valid certificate of compliance or occupation certificate issued in the last three years. This does not apply if your property is in a strata or community scheme that has more than 2 lots.

**Before or at the start of the tenancy**, you or your agent must:

- give a copy of the key (or other opening device or information) to open any lock or security device for the rented property or common property, at no cost to each tenant named in the agreement.
- Penalties apply if these requirements are not met.

### You must fill out a condition report and keep a copy

You or your agent must fill out a report about the condition of the property before signing a tenancy agreement. You must give the tenant 2 hard copies, or 1 electronic copy, of the condition report you or the agent completed.

The tenant must complete the report within 7 days after taking possession of the property and then give you or your agent a copy. You or your agent must keep a copy of the completed condition report.

### Limits on what a tenant must pay at the start of the tenancy

There are limits on what you can ask your tenant to pay when renting out your property. You must not charge a tenant for:

- the cost of preparing the tenancy agreement
  - giving them the keys or other opening devices
- You must not require a tenant to pay more than:
- 2 weeks rent in advance unless the tenant wishes to
  - 4 weeks rent as a rental bond.

## How you can manage rental bonds

A rental bond must be in the form of money and not as a guarantee. Only 1 bond (maximum 4 weeks rent) can be taken for a tenancy agreement. You cannot take a bond before the tenancy agreement is signed. If the tenant pays the bond directly to Fair Trading using [Rental Bonds Online](#) (RBO) you or your agent will receive confirmation of this before finalising the tenancy agreement.

You or your agent must also be registered with RBO and invite the tenant to lodge the bond using RBO before taking a rental bond from a tenant. Tenants can use RBO to securely pay the bond directly to NSW Fair Trading, which will hold the bond on trust for the duration of the tenancy.

If your tenant decides not to use RBO, the paper bond lodgement form can be used. You must deposit any bond your tenant pays you with NSW Fair Trading within 10 working days. If the bond is paid to your agent, your agent must deposit the bond with NSW Fair Trading within 10 working days after the end of the month in which the bond was paid.

You and your tenant can agree that the bond is to be paid in instalments after the tenancy agreement is signed.

## If your property is a part of a strata scheme

If your property is in a strata scheme you must notify the owners' corporation in writing within 14 days after a new tenancy agreement starts. The notification must include the tenant's name and contact address (e.g. postal or email address) so they can be registered on the strata roll.

## Communicating with your tenant

You must provide your name and a way for your tenant to contact you directly, even if you have an agent. If you do not have an agent you must also provide your residential or business address to receive mail. This information must be given to the tenant in writing before or when the tenant signs the tenancy agreement, or it can be included in the agreement.

You must let your tenant know, in writing, within 14 days of any changes to your details.

Some formal communication between you and your tenant must be in writing to be valid, for example, termination notices and rent increase notices. You or your tenant can use email to serve notices or other documents but only if the other party has given specific permission that a nominated email address is to be used for this purpose.

## During the tenancy

### You must keep payment records

You or your agent must:

- give rent receipts to your tenant (unless rent is paid into a nominated bank account)
- keep a record of rent your tenant pays
- provide a copy of the rent record to your tenant within 7 days of their written request for it.

### When you can increase the rent during the tenancy

For a fixed-term of less than 2 years, you can only increase the rent during the fixed-term if the agreement sets out the increased amount or how the increase will be calculated. You do not have to give written notice.

For a fixed-term of 2 years or more, or for a periodic agreement (i.e. where the fixed-term has expired or no fixed-term is specified), you cannot increase the rent more than once in a 12-month period. You must give your tenant at least 60 days written notice.

### Who pays for rates, taxes and certain utility charges?

You are always responsible for the payment of all rates, taxes or other charges payable under any law. There are also other charges you must pay as set out in the tenancy agreement.

Your tenant will generally pay for electricity and gas charges but only if the property is separately metered.

### Limits on when a tenant must pay for water usage

Water is different to other utilities as it is always connected, and the account for the water supply will be in your name. You are always responsible to pay all water supply service charges (other than water usage charges if the property is separately metered) and all sewerage supply services.

You can only pass on water usage charges to the tenant if the property is separately metered and meets the following water efficiency measures:

- all showerheads have a maximum flow rate of 9 litres per minute
- all internal cold-water taps and single mixer taps for kitchen sinks or bathroom hand basins have a maximum flow rate of 9 litres per minute
- any leaking taps or toilets on the property are fixed at the start of the agreement and whenever other water efficiency measures are installed, repaired or upgraded
- from 23 March 2025, toilets are dual flush and have a minimum 3-star WELS rating.



Additionally, the water usage charges must not be more than the amount you have been billed for. You must request payment within 3 months of the bill being issued and you must give the tenant at least 21 days to pay.

If tank water is the only form of water supply to the property (i.e. water is delivered by vehicle), then you should ensure there is water in the tank at the start of the tenancy. Your tenant will be responsible for refilling the tank as needed during the tenancy, if the property meets the water efficiency measures.

### **You must repair and maintain your property**

A rental property must always be fit to live in. You are responsible for any repairs or maintenance, so the property is in a reasonable state of repair considering its age and prospective life, and the amount of rent the tenant is paying.

Your tenant should tell you or your agent when the property needs repairs. You are responsible for arranging and paying for the repair costs unless the tenant caused or permitted damage.

If the repair is an **urgent repair** e.g. where there is a burst water service, blocked or broken toilet, a gas leak or dangerous electrical fault, you should make these repairs as soon as reasonably possible. A list of **urgent repairs** is available on our [website](#).

If you are uncontactable or do not complete urgent repairs in a reasonable time, your tenant can have a qualified person carry them out without your consent. You must then pay your tenant back (maximum of \$1,000) for the repair costs within 14 days from their written request for payment

Your tenant can apply to Fair Trading for a rectification order if you refuse or fail to provide and maintain the property in a reasonable state of repair. Similarly, you can apply to Fair Trading for a rectification order if your tenant refuses or fails to repair damage they have caused or allowed. The NSW Civil and Administrative Tribunal (the Tribunal) can make orders that may include compensation if rectification orders are not followed.

### **You must ensure smoke alarms are working**

Smoke alarms must be installed on all levels of your rental property in accordance with environmental and planning laws. You must maintain them to ensure they are working.

You must repair or replace a smoke alarm within 2 business days from when you find out it is not working (this includes replacing a battery). Your tenant should tell you if any of the smoke alarms are not working.

You must get a licensed electrician to repair or replace hardwired smoke alarms in your property, except where the back-up battery needs to be replaced.

If the repair involves replacing a removable battery in a battery-operated smoke alarm or a removable back-up battery in a hardwired smoke alarm, your tenant can choose to change it. They must notify you if and when they do this.

You must also check the smoke alarms annually to ensure they are working. If a smoke alarm has a removable battery, you must put a new battery in annually or within the time set out in the smoke alarm manufacturer's instructions. The whole smoke alarm must be replaced within 10 years from the date of manufacture or earlier if specified by the smoke alarm manufacturer.

Penalties apply if these obligations are not met.

### **How you can access the property during the tenancy**

Your tenant has the right to reasonable peace, comfort and privacy when renting. For this reason, the tenancy laws restrict when and how often you, your agent or other authorised person can enter the property.

You, your agent or other authorised person can only enter the rented property without the tenant's consent in certain circumstances, and if proper notice (if applicable) has been given. For example:

- in an **emergency**, no notice is necessary
- if the **Tribunal orders** that access is allowed
- to carry out, or assess the need for, **necessary repairs or maintenance** of the property, if you have given at least 2 days' notice
- to carry out **urgent repairs**, no notice is necessary
- to carry out **repairs or replacement of a smoke alarm**, if you have given at least 1 hour's notice
- to **inspect or assess the need for repair or replacement of a smoke alarm**, if you have given at least 2 business days' notice
- to carry out a **general inspection** of the property if you have given at least 7 days' written notice (no more than 4 inspections during a 12-month period).

Limits also apply on entry without consent. You, your agent or authorised person:

- can only access the property after proper notice has been given between 8am and 8pm on any day except Sundays or public holidays
- must, if practical, notify the tenant of the approximate day and time when entry will be required
- must not stay on the property longer than is necessary.

The above limits do not apply in an emergency, for urgent repairs, if the property is abandoned, if the Tribunal orders otherwise or if the tenant agrees.

### **Tenant's request to make minor changes to the property**

Your tenant can request to make minor changes to the rental property but will need to obtain your written consent before they do this. You can only refuse your tenant's request to make a minor change if it is reasonable to do so e.g. any request that would involve structural changes or is inconsistent with the nature of the property.

There are certain types of 'minor' changes where it would be unreasonable for you to refuse consent, and which of those changes you can require be carried out by a qualified person. For example, it would be unreasonable for you to refuse consent to the following minor changes:

- installing hooks for hanging things such as pictures
- securing furniture to the wall (other than a tiled wall) for safety reasons.

The tenant is responsible for paying for the changes and will be responsible for any damage they cause to the property. Certain rules apply on removing any modifications at the end of the tenancy.

### **Tenants' rights in circumstances of domestic violence**

If a person is experiencing domestic violence in a rental property, there are options available to them to improve their safety if they need to escape violence or make them safer if they wish to stay.

For example, your tenant can end their tenancy immediately, without penalty, if they or their dependent child are in circumstances of domestic violence.

If someone in your rental property is experiencing domestic violence and they want to stay in the property they can:

- apply to the Tribunal to be listed as the tenant (if they are an occupant), or to remove the perpetrator from the tenancy agreement (if they are another co-tenant)
- change the locks to increase their safety.

## **Ending the tenancy**

A tenancy agreement is a legally binding agreement that can only be ended in certain ways. A tenancy will usually be terminated by you or your tenant giving notice to the other party, with the tenant vacating on or by the date specified in the notice.

To end a tenancy, you or your agent need to give the tenant a written termination notice with the applicable notice period. In some cases, you can apply directly to the Tribunal for a termination order without issuing a termination notice (e.g. where the tenant is using the property illegally by manufacturing drugs).

### **Termination notice**

The termination notice must be in writing and signed and dated by you or your agent. It must include:

- the address of the rented property
- the date the tenant is to move out
- the reason for termination (if applicable).

### **Ending a tenancy in circumstances of domestic violence**

A tenant can end their tenancy immediately and without penalty if they or their dependent child are in circumstances of domestic violence. They can do this by issuing a termination notice with the relevant evidence. The tenant or any innocent co-tenant will also not be liable for property damage caused by the perpetrator of violence during a domestic violence offence.

### **Break fee for ending a fixed term agreement early**

For a fixed term agreement of 3 years or less, where the tenant ends the agreement early, mandatory break fees may apply based on the stage of the agreement. If it applies, the set fee payable will be:

- 4 weeks rent if less than 25% of the lease had expired
- 3 weeks rent if 25% or more but less than 50% of the lease had expired
- 2 weeks rent if 50% or more but less than 75% of the lease had expired
- 1 week's rent if 75% or more of the lease had expired.

The break fee does not apply if the tenant ends the agreement early for a reason allowed under the Act.

### **Refunding the rental bond**

The bond should be refunded in full at the end of the tenancy unless there is a reason to make a claim against the bond. The main reasons for claiming against a bond include if:

- rent or other charges (e.g. unpaid water usage bills, break fee) are owing
- copies of the keys were not given back and the locks needed to be changed
- the tenant caused damage or did not leave the property in a reasonably clean condition compared to the original condition report, apart from 'fair wear and tear'.

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The tenant is not liable for fair wear and tear to the property. This is the deterioration that occurs over time with the use of the property even when the property receives reasonable care and maintenance. They are only liable for negligent, irresponsible or intentional actions that cause damage to the property.

### **If the tenant does not move out**

If the tenant does not leave by the date specified in the termination notice, you or your agent will need to apply to the Tribunal for termination and possession orders. If the Tribunal order has not been complied with, only a Sheriff's Officer can legally remove your tenant from the property under a warrant for possession.

You cannot lock your tenant out of the property under any circumstances unless a Sheriff's Officer is enforcing a warrant for possession issued by the Tribunal or a court. Heavy penalties apply if this is not complied with.

### **More information about your responsibilities**

Visit our website at [www.fairtrading.nsw.gov.au](http://www.fairtrading.nsw.gov.au) or call 13 32 20 for more information about your responsibilities as a landlord.

[fairtrading.nsw.gov.au](http://fairtrading.nsw.gov.au) 13 32 20

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

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For more information about this topic,  
refer to the appropriate legislation.