

Superior Property Management

R&W

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Guidelines | Information

- Understanding Landlord Insurance
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(Detector Inspector Brochure)
- Let your Property stand out in Premier 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.

Claudiia 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
the Tenant agrees to lease the Premises

the describe



MENT

address of _____, 20____

and, collectively, as the "Partie

e mutual promises and agreeemet
from the Landlord under the follow

d 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, as well as major real estate portals domain.com.au and 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.

Tenant/s & Owner/s Responsibilities

Responsibility	Owner	Tenant	By Agreement
Infrastructure Supply of power such as gas, electricity, water, wastewater, pump & tank (rural properties) roofing & sound building structure.	✓		
Blocked drains & sewer inside and outside the dwelling (Tenants will be invoiced if the plumbers report indicated that the cause was due to the tenant placing material that was not supposed to be in drains & sewers).	✓	✓	
Water quality and access	✓		
Water consumption / Additional water delivery		✓	
Connecting and paying for utilities – power, gas, phone & internet. By agreement if there are no separate power, gas, or water meters. (Properties with more than 1 dwelling must each have separated water meters connected to the main water supply with its own Sydney Water registered meter number to charge each tenant for water usage charges).		✓	✓
Light Bulbs		✓	
Light Fittings	✓		
Septic Pump out		✓	✓
Pest Control (Owner does the first one then the tenant does the ongoing or annual service)	✓	✓	
Annual Preventative Pest Treatment	✓		
Lawns, Garden, Weeding & Hedging		✓	✓
Supply Flyscreen, curtain rails & blinds	✓		
Maintenance/Cleaning of flyscreens, curtain rails & blinds.		✓	
Council Rates	✓		
Mould (tenant is responsible to ensure that the dwelling is regularly ventilated to allow air to reduce the risk of moisture/mould).	✓		
If the tenancy comes with inventory – furniture, small appliances etc	✓		
Fixed Appliances	✓		
Cleaning, Waste & Rubbish disposal		✓	

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)	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)	\$6.60

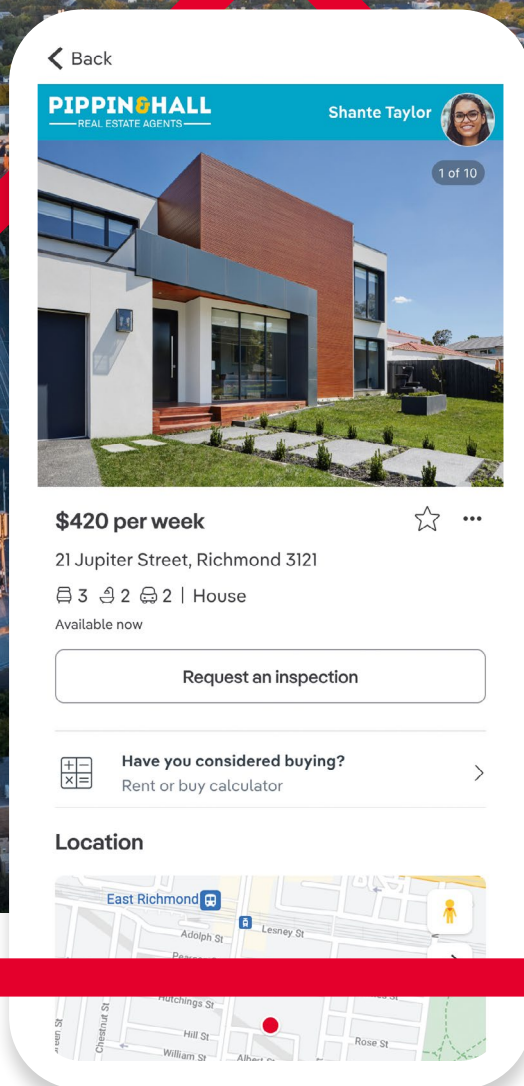
Marketing Package

All Recognised National Portals	National Websites	Complimentary
domain.com.au	Standard Listing - 60 day feature	Complimentary
realestate.com.au	Premier Position	\$178
Data Base Contacts	SMS & Email Notifications (Listed & Invites)	Complimentary
Signboard (By digital Central)	Metal (Professionally Installed)	Optional \$55
Social Media Ads	Facebook & Instagram	Complimentary
Professional Photos (10 images)	By Zone Photography	Optional \$110
Digital Floor Plan	By Zone Photography	Optional \$110

R&W



randw.com.au



Premiere Listing

The premiere way to showcase your rental property

Get a better result



Property Advertising



Be seen at the top of the search results

The premiere way to showcase your rental property, with the largest listing at the top of the search results, above all other listings.

Your property's position in the search results can make a huge difference. Placing your property at the top with a Premiere listing offers impressive results:

1.8x

Number
of times seen
in the search
results compared
with a Standard
listing.²

Premiere listing	
Position in search results	
Listing size	
Rotates to the top of search results	15 days
Image carousel	✓
Property information at the top of the property page for improved search engine results	✓
Inspection times	✓

Connecting you to 12.4 million Australians every month¹

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 give your property the best chance of being seen, speak to your realestate.com.au representative and ask about upgrading to a Premiere listing today.

1. 12.4 million Australians visit realestate.com.au every month. That's 74% higher than our nearest competitor. Nielsen Digital Content Ratings, Monthly Tagged, Jan 2022 - Dec 2022 (average), P2+, Digital C/M, Text, realestate.com.au vs Domain, Unique Audience

2. REA internal data (July 2022 - December 2022)



RentCover®
Ultra

A photograph of a middle-aged couple sitting at a round wooden table in a bright, airy room. The woman, on the left, is wearing a blue and white checkered shirt and is smiling at the man. The man, on the right, is wearing a blue button-down shirt over a grey t-shirt and is also smiling. They are both holding white mugs. On the table are several other items, including a white teapot, a blue teapot, and some sugar packets. The room has large windows that look out onto a lush green garden. A white pendant light hangs over the table. The overall atmosphere is warm and inviting.

Protection for your investment

Landlord and contents insurance

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.

RentCover.com.au 1800 661 662



Loss of rent (rent default)

Protection during hardship and when a tenant stops paying rent or has left unexpectedly.



Loss of rent (repairs)

Protection during repairs when a property is uninhabitable following tenant damage or insured events.



Legal liability

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



Denial of access

Protection for lost rent when a tenant disregards an eviction notice and refuses to leave the property after it has expired.



Legal expenses

Covers court and tribunal fees for loss of rent claims.



Drug lab clean-up

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



Death of a tenant

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



Tenant damage

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



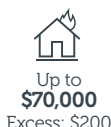
Water damage

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



Storm damage

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



Fire damage

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



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.

Do you need cover for building too?
RentCover Platinum may be right for you. For a full list of cover features and excesses, visit [RentCover.com.au](https://rentcover.com.au).

Get a quote and 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 Zurich Australian Insurance Limited (Zurich) (ABN 13 000 296 640, AFSLN 232507) which allows EBM to arrange, enter into and distribute insurance on behalf of Zurich and to deal with or settle claims on their behalf. EBM acts under its own AFSL when providing these services. Any recommendation made about this insurance is general advice only and does not take account of your objectives, financial situation and needs. Before purchasing insurance, read the Product Disclosure Statement, Financial Services Guide and Target Market Determination 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:

- ◆ Tenant damage to building and contents
- ◆ Tenant related loss of rent
- ◆ Re-letting expenses greater than the bond
- ◆ Legal Liability
- ◆ Pet damage
- ◆ Cover for fixed term and periodic leases

Loss of Rent - Permanent tenancies

- ◆ Tenant hardship awarded by a court – up to 4 weeks rent
- ◆ Absconding tenants – up to 20 weeks rent but not more than you would legally be entitled to recover under the lease
- ◆ Premises left untenable for a minimum of 7 days due to insurable damage to your contents – up to 6 weeks rent
- ◆ 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
- ◆ Death of a tenant (under a sole tenancy) – up to 15 weeks rent
- ◆ Failure to give vacant possession – up to 28 weeks rent but not more than you would be legally entitled to recover under the lease
- ◆ Prevention of access for more than 7 days because of an incident listed in this insured event - up to 52 weeks rent
- ◆ Premises left untenable due to tenant damage to your building for a minimum of 7 days – up to 52 weeks rent
- ◆ 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:

- ◆ Reletting expenses that exceed the bond – up to \$500 during any one period of insurance
- ◆ Removal and storage of goods required by the Act – up to \$500
- ◆ 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
- ◆ 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:

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

- ◆ Flood, storm or rainwater damage
- ◆ 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:

- ◆ Tenant damage
- ◆ Damage by pets – up to \$2,500 (per period of insurance)**
- ◆ 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	\$345
Western Australia	\$365	New South Wales	\$465
Victoria	\$369	Northern Territory	\$385
ACT	\$345	Queensland	\$389

*Pricing subject to change

Excess Chart

Type of Claim	Excess
Loss of Rent	No Excess
Tenant Damage	\$500 per claim
Scorching or Pet Damage	\$250 per claim
Earthquake or Tsunami	\$200 per claim
Additional benefits in Section 1, Liability	No Excess
Other Claims	\$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 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

Australia's Leading Landlord Insurance Specialist

GPO Box 1619 Adelaide SA 5001 Australia p 1800 804 016 f 1300 370 874 e customerservice@terrischeer.com.au w terrischeer.com.au

Pricing

Comprehensive Smoke Alarm Service

- 12 monthly service
- Unlimited change of tenancy service
- Replacement alarms no additional cost
- Unlimited faults resolved within 2 business days
- Compliance certificate issued at each inspection



\$99

Billed Annually

\$75 3+ Properties

Multi Compliance Service

Comprehensive Smoke Alarm Service

Water Efficiency Testing Every Change of Tenancy

- Check flow of cold water, internal taps and shower heads
- Install water restrictors and aerators - small additional charge

Corded Blinds Safety

- Inspect all window coverings and report
- Install and/ or replace blind and curtain cleats and clips - no additional charge

Safety Switches

- 12 monthly test
- Unlimited change of tenancy test
- Report faults to agent
- Detailed compliance certificate



\$149

Billed Annually

\$125 3+ Properties



Choice of 2
Services Below



Water Efficiency



Corded Blinds



Safety Switches

Full Compliance Service

Comprehensive Smoke Alarm Service

Water Efficiency Testing Every Change of Tenancy

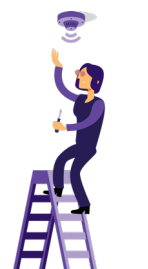
- Check flow of cold water, internal taps and shower heads
- Install water restrictors and aerators - small additional charge

Corded Blinds Safety

- Inspect all window coverings and report
- Install and/ or replace blind and curtain cleats and clips - no additional charge

Safety Switches

- 12 monthly test
- Unlimited change of tenancy test
- Report faults to agent
- Detailed compliance certificate



\$175

Billed Annually

\$149 3+ Properties



All services below



Water Efficiency



Corded Blinds



Safety Switches

Need to add Pool Compliance?

All properties with a swimming pool or spa require certification before a lease or sale takes place.

We offer comprehensive servicing with competitive pricing for both Initial Inspections (\$297) and Re-Inspection (\$110)



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.

The 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 also **must 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 at nsw.gov.au/housing-and-construction/safety-home/loose-fill-asbestos-insulation/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 are not disclosed.

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 fumigated, or pay for such costs, when they vacate, unless required as a reasonable condition for a pet to be 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.

The only costs you can charge a tenant are:

- a holding fee (deposit) of no more than 1 weeks' rent
- up to 2 weeks' rent in advance
- up to 4 weeks' rent for the rental bond
- for agreements of 3 years or more – a fee for registering with NSW Land Registry.

You must not charge a tenant for any other costs, including:

- the cost of preparing the tenancy agreement
- giving them the keys or other opening devices.

How you can manage rental bonds

A rental bond must be in the form of money and not as a guarantee. Only one 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 NSW Fair Trading using Rental Bonds Online (RBO) (visit nsw.gov.au/housing-and-construction/renting-a-place-to-live/residential-rental-bonds), you or your agent will receive confirmation of this.

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. Penalties apply if a landlord or their agent does not lodge a bond paid with NSW Fair Trading.

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 or your agent's 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.

You must offer your tenant the following ways to pay rent

You or your agent must offer your tenant the following ways to pay rent:

- an approved electronic bank transfer (such as a funds transfer or BPAY)
- payment via Commonwealth Government's Centrepay (this requirement to start later in 2025)

You only need to register for a Centrepay account if your tenant has chosen to pay by this method.

You or your agent must not charge or pass on to the tenant any cost you incur for using one of the above ways to pay rent.

Tenants may still be offered other ways to pay rent. Tenants cannot be required to pay rent using other payment method or to use a particular service provider for payment, such as an app.

Penalties apply if these obligations are not met.

When you can increase the rent during the tenancy

Rent cannot be increased in the first 12 months of a tenancy. After the first year, you can only increase the rent once in every 12 month period for both fixed term and periodic agreements.

This 12 month period continues into subsequent agreements as long as:

- the subsequent agreement is a renewal or replacement of the first agreement
- the landlord and at least one tenant remains the same in both agreements
- the tenant occupies the property immediately before and after the renewal or replacement.

You must give your tenant at least 60 days written notice before you can increase the rent.

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

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- 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
 - 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 at nsw.gov.au/housing-and-construction/rules/urgent-repairs-residential-rental-properties.

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 NSW 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 NSW 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

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- 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 keep a pet on the property

Your tenant can request to keep a pet on the property through the pet application form. You or your agent must respond to the application within 21 days or the pet is automatically approved. You can only refuse the request to keep a pet on the property if:

- there would be more than four animals, and the number of animals is unreasonable
- the property is not suitable for the animal due to fencing, lack of open space or because it will harm the animal's welfare
- the animal is very likely to cause more damage than the bond could repair,
- the landlord lives at the property
- keeping the animal would break other laws, local council rules, strata or community scheme by-laws, or a residential community rule
- the tenant did not agree to a reasonable condition for keeping the animal.

There are limitations on the kinds of conditions you may require from a tenant. For example, you cannot ask a tenant to increase the bond or rent as a condition for keeping the animal on the property.

If a tenant disagrees with your decision or believes you have asked for an unreasonable condition to keep a pet, they can apply to the Tribunal to challenge this.

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 if they need to escape violence or make them safer or if they wish to stay in the property.

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.

In addition, a tenant or any innocent co-tenant is not liable for property damage caused by the perpetrator of violence during a domestic violence offence.

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
- supporting documents or information (if applicable).

You must also provide your tenant with a Termination Information Statement with the termination notice. There is a **Termination Information Statement** available from NSW Fair Trading that you can use.

Penalties may apply if you or your agent provide a termination notice for a reason that is not genuine or provide supporting documents or information that are false or misleading.

Please visit nsw.gov.au/housing-and-construction/rules/landlord-ending-a-tenancy-or-without-grounds for the list of reasons you can use to end a tenancy agreement, and whether these reasons require supporting documents or information.

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 domestic violence termination notice with the relevant evidence. There is no minimum notice period. Tenants who end their tenancy by issuing a domestic violence termination notice cannot be listed on a tenant database.

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.

More information about ending a tenancy due to domestic violence is available at nsw.gov.au/renting-domestic-violence.

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 certain reasons 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'.

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.

A tenant in circumstances of domestic violence, or any innocent co-tenant, will not be liable for property damage caused by the perpetrator of violence during a domestic violence offence.

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.

Landlord Information Statement

The landlord acknowledges that they have read and understood the contents of the preceding Landlord Information Statement published by NSW Fair Trading that sets out the landlord's rights and obligations.

Signature of landlord

Name

Date / /

More information about your responsibilities

Visit nsw.gov.au/renting or call 13 32 20 for more information about your responsibilities as a landlord.

Contact us
T: 13 32 20 W: nsw.gov.au/fair-trading For language assistance, call 13 14 50 (<i>ask for an interpreter in your language</i>)

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