



# RENTING IN SYDNEY

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**A GUIDE FOR TENANTS  
AND LANDLORDS**

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## **Abstract**

New to renting?

Landlord-tenant laws were created to serve as a blueprint for the interactions, rights, and obligations of both landlords and tenants. While each state's laws will vary slightly, there are some general duties and responsibilities that every tenant & landlord of NSW must follow.



## **Getting Started**

### **Key facts about NSW**

NSW is a major global and Asia-Pacific cultural hub. Home to a diverse population of more than 8 million people, NSW is Australia's oldest, largest and most cosmopolitan state.

Nearly a third of all Australians live in New South Wales (NSW), with most living in the state capital of Sydney. NSW is Australia's largest state economy.

### **Population**

NSW has the highest population of any state in Australia, with 7.95 million residents as of March 2018.

Roughly 64.5% of the state's population live in Greater Sydney.

NSW has the fastest growing population in Australia growing by roughly 106,100 people annually. Greater Sydney and Newcastle have the highest population densities in the state, with 391 and 423 people per square kilometre.

## **Changes to the residential tenancy laws**

### **✚ New rules for rent bidding**

Since 17 December 2022, real estate agents in NSW have not been allowed to invite or solicit an offer for rent that is higher than the amount advertised for the property. From 3 August 2023, this rule applies to any person.

This means that any person including landlords and digital rental application providers are also not allowed to invite or solicit an offer for rent that is higher than the amount advertised for the property.

This change has been enacted through updates to the Residential Tenancies Act 2010 which regulates residential tenancies in NSW.

However, agents and landlords can continue to accept a higher rental offer if it is made freely and voluntarily by a prospective tenant.

Any new advertisements for rental properties must include a fixed price. Properties cannot be advertised with a price range, or with text like 'offers from' or 'by negotiation'.

Signs on or near the property which advertise that it is available for rent are not required to list a price.



### **✚ Domestic violence residential tenancy law changes**

On 11 December 2020, further changes to domestic violence tenancy laws started.

From this date, more professionals can help tenants escape a domestic violence situation in a rented home by making a declaration.

A tenant can end their fixed-term or periodic tenancy immediately and without penalty if they or their dependent child is in a domestic violence situation.

To do this, a tenant needs to give their landlord or agent a termination notice and certain evidence.

Since February 2019, medical practitioners could make a declaration as evidence that a tenant is in a domestic violence situation.

Starting 11 December 2020, a wider range of professionals, known as competent persons, can also make a declaration:

- health practitioners who hold general or specialist registration under the Health Practitioner Regulation National Law (NSW). For example nurses, psychologists, paramedics, physiotherapists and more
- social workers who are a member of the Australian Association of Social Workers
- NSW government employees working in child protection
- employees of non-government agencies that receive government funding to provide services for victims of domestic violence/sexual assault or refuge/emergency accommodation
- approved counsellors under the Victims Rights and Support Act 2013.

The changes will ensure that tenants who are in this situation can seek help from a broader range of professionals.

### ***March 2020 changes to residential tenancy laws***

*Changes to the residential tenancy laws started on 23 March 2020, with amendments to the Residential Tenancies Act 2010 (the Act) and the new Residential Tenancies Regulation 2019 (the new Regulation).*

*The changes improve tenants' renting experience while ensuring landlords can effectively manage their properties. The changes aim to reduce disputes over repairs and maintenance, increase protection and certainty for tenants, and clarify the rights and obligations of tenants and landlords.*

*The following information highlights the key changes that started on 23 March 2020. You can read through all or click on the ones that interest you.*

- *Minimum standards to clarify 'fit for habitation'*
- *New smoke alarm obligations for landlords*
- *Changes of a 'minor nature'*
- *Damage and removing modifications*
- *New mandatory set break fees for fixed term agreements*
- *Strengthened information disclosure requirements*

- *New material facts*
- *New information* to be disclosed to prospective strata tenants
- Remedies for tenants for breaches to information disclosure requirements
- Additional water efficiency measures
- New rectification order process
- New standard form of agreement
- New condition report
- New landlord information statement
- Other changes

## **I. Starting A Residential Tenancy**

Before renting a property, landlords and tenants should make sure they understand their rights and responsibilities.

### **1. Before starting a tenancy:**

#### **➤ Property condition**

A landlord must ensure that the property is safe, secure, reasonably clean and fit to live in. The landlord must maintain the property in a reasonable condition considering:

- the age of the property
- the amount of rent the tenant is paying, and
- the expected life of the property.

This does not mean that the property must be in a perfect condition.

The state of the property and level of repair expected should consider the property's age and the amount of rent being paid.



### ➤ **Choosing a property**

When choosing a property, tenants should consider whether the property suits their needs.

Important points to consider when looking for or inspecting a property:

- how much is the rent and who pays for electricity, gas or water usage for the property? The rent cost will depend on the type of property and the location
- is the property the right size, and is it suitable for children or elderly or disabled people?
- does the property have the necessary facilities or amenities (e.g. the type of internet connection available, storage, parking, air-conditioning)?
- is the property in the right location for work, schools, medical centres, and is it close to public transport?
- is the property suitable for pets (e.g. enough room, fencing for outdoor dogs)?

### ➤ **What tenants must be told**

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

- planned to be sold
- subject to court action 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.

A landlord or agent must not persuade or influence a potential tenant to sign an agreement by making false or misleading representations or statements, or by knowingly hiding that the property:

- has been affected by flooding from a natural weather event or bushfire in the last five years
- has significant health or safety risks that would not be apparent to the tenant
- has been the scene of a serious violent crime (e.g. murder or aggravated assault) in the last five 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 two years
- is part of a building where a fire safety or building product rectification order (or a notice of intention to issue one of these orders) has been issued for external combustible cladding
- is part of a building where a development or complying development certificate application for rectification has been lodged for external combustible cladding
- is in a strata scheme where scheduled rectification work or major repairs will be done 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.

A tenant can give a termination notice or apply to the NSW Civil and Administrative Tribunal (the Tribunal) to end the tenancy if landlords or agents don't follow these rules.

#### ➤ **Applying to rent a property**

Potential tenants will normally be asked to fill out an application form. A landlord will then review all applications received.

Generally, landlords or agents are looking for a tenant who is able to pay the rent and has a good tenancy history.

Landlords or agents may use past rental records and tenancy database reports to check potential tenants.

They may also ask tenants to provide supporting information like payslips, proof of employment, copies of previous gas or electricity bills or references from previous landlords, agents or employers.

Landlords and agents can decide what information they ask tenants to support their application, but any information they request, and the way they assess a tenant's application, must not break anti-discrimination laws.

Agents also need to follow the rules of conduct of their licence, which includes behaving honestly, fairly and professionally.

If an application is successful, the landlord or agent will tell the potential tenant and take steps to sign a tenancy agreement.

- Rent bidding
- Discrimination
- Holding deposits

## **2. Starting a tenancy:**

Before a tenant signs an agreement or moves into the property, the landlord or agent must give the tenant:

- a copy of the tenant information statement (available in other languages)
- a copy of the proposed tenancy agreement (we suggest you use ours)
- two copies, or one electronic copy, of the condition report completed by the landlord or agent
- a copy of the by-laws, if the property is in a strata scheme
- an invitation to lodge the bond using Rental Bonds Online.

At the time the agreement is signed, the landlord must give the tenant:

- the signed tenancy agreement
- certificates of compliance for any swimming and spa pools [read more](#).

Landlords must read and understand the landlord information statement, (available in other languages) which sets out their rights and responsibilities.

### **➤ Rental bonds**

The bond is money a tenant pays as security in case they do not follow the terms of the tenancy agreement. It is paid at the start of the tenancy.

Most landlords ask for a bond, though it is not compulsory. All bonds must be lodged with NSW Fair Trading.

The bond will be refunded at the end of the tenancy unless there is a reason for the landlord to make a claim against it.

### **➤ Tenancy agreements**

A residential tenancy agreement is a legal, binding agreement between a landlord and a tenant.

It must be in writing and landlords can be fined if this is not done.



Verbal agreements are still binding between landlords and tenants.

There is no cooling-off period.

The landlord or agent cannot charge a tenant for their copy of the agreement or the costs associated with filling it in.

➤ **Condition reports**

A condition report records the general condition of the property, room by room, including fixtures and fittings.

A landlord or agent must fill out a condition report before a tenant moves in. They must give two paper copies, or one electronic copy, to the tenant either before or at the time the agreement is given to the tenant to sign.

Tenants must then complete their part of the condition report and return a copy to the landlord or agent within seven days of moving in. Tenants should also keep a copy of the condition report.

The report should be filled out with as much detail and accuracy as possible. If there is a dispute about missing items or damage, the condition report can be used as evidence.

➤ **Landlord contact details**

A landlord must give the tenant the landlord's name and a way for the tenant to directly contact the landlord.

The landlord's contact details can be a telephone number or other contact details such as an email address.

If the landlord lives outside of NSW, they must include the state, territory or country (if outside of Australia) in which they usually live.

A landlord must give this information to the tenant even if the landlord uses an agent.

A landlord can't give the agent's contact details instead of their own.

If a landlord doesn't use an agent, the landlord will also need to give the tenant their residential or business address to receive mail.

The above information must be given to tenants in writing before or when the tenant signs the tenancy agreement, or can be included in the tenancy agreement.

The tenant must also be informed, in writing, within 14 days of any changes to these details.

➤ **Keys**

The landlord or agent must give each tenant named in the agreement a set of keys or other opening devices (e.g. swipe cards or garage remote controls) or information (such as an access code), so the tenant can access any part of the rented property or common property.

This can include keys to any door, window, garage or letterbox.

Tenants cannot be charged for this

### **3. Managing a rental property**

Landlords can choose to manage their rental property or have an agent manage it for them.

Regardless of who manages the property, landlords remain responsible under the residential tenancy laws.

➤ **Self-managed landlords**

There are advantages to managing a rental property yourself, such as having control over the process and saving on agent fees.

All landlords, including those that manage the property themselves, must make sure they follow residential tenancy laws.

It is essential that all landlords, including self-managing landlords, have read and understood the landlord information statement before entering into any tenancy agreement.

➤ **Using an agent**

Landlords who do not live near the rental property, are busy or do not know the law very well may wish to use an agent to find a tenant and manage the property on their behalf.

An agent who manages residential property for a landlord must either be:

- a licensed real estate agent (e.g. they hold a real estate licence)
- an assistant real estate agent (e.g. they hold a real estate certificate of registration and work under the supervision of a licensed real estate agent).

A landlord can make sure they are using an appropriately licensed agent by doing a licence check or by calling 13 32 20.

➤ **Selecting a licensed agent**

When selecting a licensed real estate agent, consider asking:

- How much are the management fees and what is included and excluded?
- How long have they been a property manager?
- How many properties do they currently manage?
- How long has the property manager been with that agency?
- What systems are in place to check compliance with health and safety requirements?
- How do they handle requests for repairs from tenants?
- Do they check repairs once they have been carried out?
- What systems are in place for locating and screening prospective tenants?
- What steps do they take if the tenant is late with the rent?
- How many times have they been to the Tribunal and what is their success rate?

➤ **Agency agreement**

A landlord who uses an agent will need to enter into a written management agency agreement.

The fees and conditions of the agreement are negotiable.

Only a licensed real estate agent can sign an agency agreement with the landlord.

A landlord should make sure all the agent's responsibilities are clearly specified in the agency agreement.

When making an agreement, the landlord should consider:

- How often do they want inspections to take place?
- Would they like a copy of inspection reports and other documents to be sent to them?
- Do they want to be contacted about all repairs or only repairs costing more than a nominated amount (e.g. \$200)?

A management agency agreement usually contains a notice period clause if either party wants to end the arrangement.

➤ **What to expect of an agent**

A managing agent's responsibilities include:

- finding suitable tenants
- ensuring the tenancy agreement is correctly completed and signed
- lodging the rental bond
- managing the tenancy for the landlord on a day-to-day basis, including:
  - arranging repair or maintenance work
  - collecting the rent and maintaining rent records
  - conducting regular property inspections
  - handling any disputes
  - paying bills on the landlord's behalf (e.g. water and council rates)
- paying the rent to the landlord, less any authorised expenses (e.g. agency fees). This must be done at the end of each calendar month, unless the landlord instructs the agent otherwise.

➤ **Agency fees**

Most agents charge a letting fee and a management fee based on a percentage of the gross weekly rental.

This is usually between five and 12 per cent, plus other fees set out in the agency agreement.

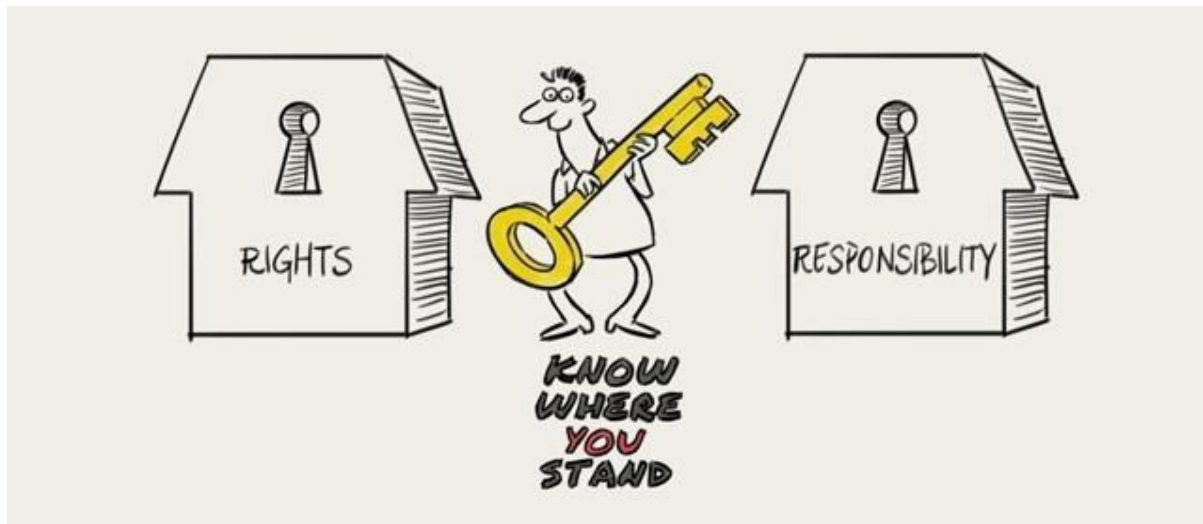
This fee could include advertising costs, preparing the tenancy agreement and representing the landlord at the Tribunal if there is a dispute.

➤ **Changing arrangements**

Bond records need to be updated if management of the tenancy changes.

## **II. During A Residential Tenancy**

Landlords and tenants have rights and responsibilities that guide what they can do during a tenancy.



## RENT

**Tenants are responsible for paying the rent on time and must continue paying rent until the tenancy ends.**

The residential tenancy agreement sets out how much rent a tenant needs to pay, how often and for how long.

A tenant needs to pay rent on or before the day set out in the agreement. Payments might be required weekly, monthly or fortnightly.

The landlord or agent must provide the tenant with at least one way to pay the rent:

- that is reasonably available to the tenant, and
- where the tenant will not have to pay any additional charges (this does not include bank fees for a tenant to manage their own bank account).

### ➤ **Non-payment of rent**

**A tenant should never stop paying the rent**

Each tenant named on the agreement is legally responsible to pay the rent.

Not paying, or being behind in rent payments may mean the tenant is given a termination notice, which could make it harder for them to rent another property in the future.

If a tenant is not happy with something in their tenancy (e.g. if the landlord or agent are not getting repairs done) it is very important they do not stop paying rent.

There are ways to resolve disputes.

## **If a tenant stops paying rent**

A tenant who does not pay the rent will be in breach of the tenancy agreement.

There are a number of actions the landlord or agent could take if a tenant does not pay the rent.

For example:

- If a tenant is late in paying the rent, the landlord or agent should send the tenant a reminder letter of the overdue payment. The landlord or agent could also contact the tenant by telephone.
- If a tenant regularly pays the rent late, the landlord could discuss changing the method of payment such as and automatic bank transfer.
- If the tenant is experiencing financial hardship, a repayment plan could be set up where the tenant pays the landlord the outstanding rent over a period of time, on top of the normal rent payments.

In certain circumstances, a landlord can take steps to end the tenancy.

### ➤ **Rent increases**

#### **When rent can be increased?**

- **Fixed term agreement**

For agreements with a fixed-term of less than 2 years, the landlord or agent can only increase the rent during the fixed-term if the agreement sets out the increased amount or how the increase will be calculated.

The term in the agreement must spell out the amount of the increase or the exact method of calculating the increase (e.g. a dollar amount or %). It cannot be unclear, for example statements 'in line with the market' or 'by the rate of inflation'.

The landlord or agent does not need to give the tenant written notice of the increase

For agreements with a fixed-term of 2 years or more, the rent can only be increased once in a 12-month period. A landlord must also give the tenant at least 60 days written notice.

It is important to note that a tenant can give 21 days written notice and vacate before the rent increase kicks in.

- **Periodic agreements**

If the agreement does not specify a fixed-term or if the fixed-term period of the tenancy agreement has ended and the agreement is on a continuing (periodic) tenancy, then rent can only be increased once in a 12-month period.

The landlord must also give the tenant at least 60 days written notice before the increase starts.

This also applies where the tenancy is renewed.

- **No written agreement**

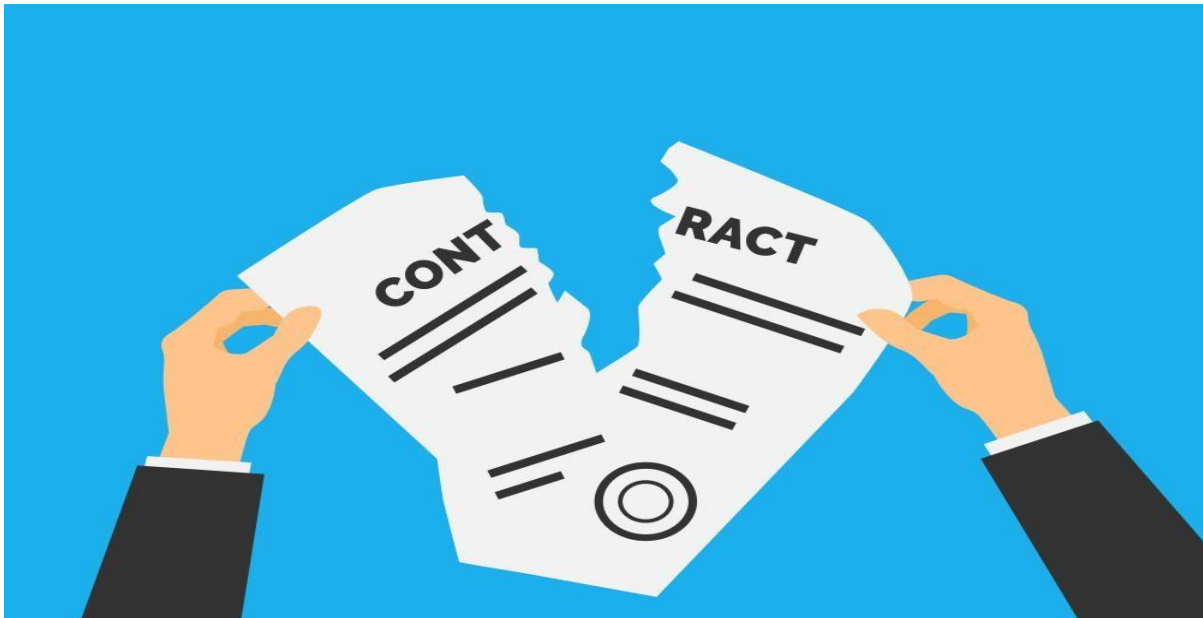
For a tenancy without a written agreement, a landlord cannot increase the rent during the first six months.

### **How is it done?**

For most cases, a written notice of the rental increase is required. It must

- say the proposed new amount of rent (not the amount of the increase)
- say the date from which the increased rent is payable
- be signed, dated and properly addressed to the tenant.

### **III. Ending A Residential Tenancy**



➤ **General information**

A tenancy agreement is a legally binding agreement that can only be ended in certain ways.

A tenancy will usually be terminated by the landlord or the tenant giving notice to the other party, with the tenant vacating by the date specified in the termination notice.

The landlord or the tenant will need to give the other party a written termination notice with the applicable notice period to end a tenancy.

In some cases, the landlord or tenant can apply directly to the Tribunal for a termination order without needing to issue a termination notice.

➤ **Minimum notice period**

The notice period depends on the type of agreement (fixed-term agreement or periodic agreement) and the reasons for termination.

These notice periods are designed to give tenants enough time to find another rental property, and landlords enough time to find a tenant.

A landlord and tenant can agree to end the tenancy at any time.

➤ **Termination notice**

A termination notice must:

- be in writing
- be signed and dated by the party giving the notice
- include the address of the rented property
- state the day the tenancy agreement is terminated (and by which the tenant will need to move out), and
- include the reasons for termination (if applicable).

Termination notices can be given at any time and do not have to line up with the rent payment cycle.

After a landlord gives a termination notice, they can give another notice on different grounds if necessary.

For example, if a landlord gives 90 days notice to terminate a periodic tenancy without a reason, and the tenant then doesn't pay rent for 14 days, the landlord can give a termination notice for the non-payment of rent.

**Serving a notice**



When serving a termination notice, it's important that the correct procedures are followed. Visit [serving notice to tenants](#) for more information.

### ➤ **Breaking a fixed-term agreement early**

When a tenant signs a fixed term agreement, they are committing to stay for the full term.

If a tenant wants to move out before the end of the fixed term, there could be costs involved.

There are some situations where a tenant can end a fixed-term agreement without penalty.

A tenant should give the landlord as much notice as they can if they need to end the agreement early.

A tenant should also make it as easy as possible for the landlord or agent to show the property to potential new tenants.

### **Ending a tenancy due to hardship to the landlord or tenant**

A landlord can apply to the Tribunal to end the agreement on hardship grounds if there are special circumstances.

A tenant can also apply to the Tribunal to end the agreement on hardship grounds if there are special circumstances and they are within the fixed term of the agreement. No prior notice is required.

A landlord can apply the Tribunal to end the tenancy on hardship grounds at any stage of the tenancy.

A tenant can apply to the Tribunal to end the tenancy on hardship grounds if tenant is under a fixed term agreement. A tenant can ask for an urgent hearing but will need to keep paying the rent.

It is up to the party claiming hardship to explain the situation and provide evidence to the Tribunal to prove that there are grounds for ending the agreement.

The Tribunal may make a termination order if it is satisfied that the party claiming hardship would suffer undue hardship if the tenancy continues.

### ➤ **Ending a tenancy because of domestic violence**

A tenant can end their fixed-term or periodic tenancy immediately, without penalty, if the tenant or their dependent child is in circumstances of domestic violence.

A tenant or their dependent child is in circumstances of domestic violence if they:

- were the victim of a domestic violence offence during the tenancy
- are protected by an in-force provisional, interim or final Domestic Violence Order (DVO)
- are protected against family violence by an in-force family law injunction
- have been declared by a medical practitioner to be a victim of domestic violence perpetrated by the relevant domestic violence offender during the current tenancy.

To end a tenancy in circumstances of domestic violence, a tenant will need to give:

- the landlord or the landlord's agent a domestic violence termination notice and attach one of the following permitted forms of evidence:
  - certificate of conviction for the domestic violence offence
  - family law injunction
  - provisional, interim or final Domestic Violence Order
  - declaration made by a medical practitioner in the prescribed form.
- each co-tenant a domestic violence termination notice.

A minimum notice period is not required. The termination notice must include a termination date, which can be on the same day that the notice is given or a date after the notice is given.

A domestic violence termination notice does not need to be given in person.

### **MOVING OUT**

#### **➤ Condition of property**

At the end of a tenancy, the tenant is responsible for leaving the property as near as possible to the same condition as when they started living in it.

The tenant is responsible for negligent, irresponsible or intentional actions that cause damage to the property.

However, the tenant is not responsible for 'fair wear and tear'.

The property's original condition should be set out in the condition report.

At the end of the tenancy, the landlord or agent and the tenant must carry out a final inspection of the property.

The original condition reports should be completed by the landlord or agent, and the tenant.

The landlord or agent must give the tenant a reasonable opportunity to attend the final inspection.

However, if the other party does not show up, the report may be filled out without them.

➤ **Bond refund or claim**

A tenant must pay the rent up to and including the day their termination notice period ends and they vacate the property.

If a tenant does not owe the landlord money at the end of their tenancy and there is no damage to the property, the bond paid at the beginning of the tenancy should be refunded in full.

If the landlord or agent believes the tenant owes money, they can make a claim against the bond.

**Main reasons a landlord can make a claim against the bond**

- unpaid rent
- the reasonable cost of repairing damage to the property that is beyond fair wear and tear
- unpaid water usage charges, as long as the landlord requested payment within three months of receiving the bill
- any 'break fee' or other charges payable as a result of the tenant breaking the tenancy agreement early
- the reasonable cost of cleaning any part of the property not left reasonably clean, considering how clean the property was at the start of the tenancy, and
- the reasonable cost of having the locks changed, or other security devices replaced, if the tenant doesn't return all keys and security devices they were given.

This is not a complete list. There may be other legitimate reasons for a landlord or agent to make a claim against the tenant's bond.

## **How To Clean Neglected Areas During A Move-Out**

Giving your messy rental property a detailed cleanup before the final move-out can help secure full bond money. Unfortunately, the relocation process at the end of a tenancy can be overwhelming and stressful, leaving no time for attention-to-detail cleaning sessions.



As a result, tenants often forget to clean important areas, which may lead to disputes with their landlords and property managers during a move-out. If you want to pass the rental inspection smoothly, focus on sprucing up tricky spots using the proper tools and methods. Professionals always recommend using a pre-defined cleaning checklist that covers all nooks and crannies, including hard-to-reach areas.

So, look at the following guide to discover how to clean neglected areas during a move-out. This may help you get full bond money without any hassle.

Let's Get Started!

### **1. Clean Air Vents and Ducts**

The vents and ducts of the HVAC system are the most neglected areas during the cleaning process. Unfortunately, neglecting these areas for longer may circulate pollens, dirt, and other disease-causing particles into the indoor air and cause various health hazards.

So, it is good to use the right methods to clean your dirt-laden air vents and ducts. First, turn off your HVAC system and unscrew the air duct covers. Use a handy vacuum cleaner to remove dust and dirt from the vent.

Professionals always follow the top-to-bottom approach for a budget end of lease cleaning Sydney. This ensures every nook and cranny, including air vents and ducts.

## **2. Remove Accumulated Dust From Ceiling Fans**

Ceiling fans are the hard-to-reach areas in a property, so homeowners often forget to clean them. Unluckily, the fan blades collect dust particles over time and circulate allergens into the indoor air. This can cause serious hazards to people with allergies and asthma. If you are finding it difficult to clean your ceiling fans, consider the following hack:

- Access your ceiling fan using a step stool or ladder.
- Cover each blade with a pillow cover and gently slide out. This will remove accumulated dust and grime. Repeat the process with all blades.
- Next, dampen the microfiber cloth in vinegar and warm water solution and swirl out excess water.
- Wipe down each blade and the top surface thoroughly.

## **3. Ceiling Walls, Light Fixtures and Fittings**

You will need a telescopic microfiber duster to remove cobwebs, insect marks, and dust from your ceiling walls. Slowly and steadily, cover the room completely, leaving no signs of dirt behind. Use vinegar solution or hydrogen peroxide to remove mould from ceilings.

For light fixtures and fittings, use the ladder or step stool to access the surface and gently wipe down the fixtures.

## **4. Cabinets and Drawers- Inside, Outside and Top**

Most tenants forget to clean the cabinets and cupboards' tops, which are laden with dirt and dust. You can use a damp cloth and mild dishwashing soap to wipe down the cabinet surfaces inside and outside.

Pay special attention to the knobs, hinges and handles to remove greasy stains and marks. You can also use baking soda paste to tackle build-up oil stains and gunk from the cabinets above the stovetop. Also, clean your cooking station and other area to prevent bad odours and always check for toxic fumes, such as carbon monoxide in your home to ensure healthy and hygienic environment.

## **5. Use Vacuum Cleaner for Window Sills and Tracks**

Cleaning the window glass is important, but you can't overlook the sills and tracks. They often go unnoticed during the cleaning process. Dirt particles and debris can collect in these tight spots, affecting the seamless operation of windows.

You can clean the window sills and tracks using a vacuum cleaner with a

brush attachment to remove loose dust particles. For scrubbing, use an old toothbrush to scrub the area to break down grease and grime gently.

Tip: Spray the white vinegar solution and gently scrub the surface. Then, clean your windows inside and out to impress your landlord.

Follow these simple yet effective hacks and clean the most neglected areas during a move-out. This can help impress a fussy landlord at the end of your tenancy and save your hard-earned bond money.

### ➤ **Goods left behind**

Tenants are responsible for ensuring that their belongings are removed from the property at the end of the tenancy.

If goods are left behind, landlords and agents must follow the correct process for dealing with them. See uncollected goods for more information.

### **Dealing with goods left behind**

How a landlord deals with goods left behind depends on the goods.

In some cases, the landlord needs to give the former tenant notice that they are holding the tenant's goods and will dispose of the goods after a certain time if they are not collected.

### ➤ **Disputes about ending an agreement**

Where possible, landlords, agents and tenants should try to resolve disputes about ending a tenancy and reach an agreement between themselves.

The best place to start is to carefully read the terms of the agreement.

### ➤ **Tenancy databases**

Tenancy databases hold information about tenants that agents use to screen prospective tenants.

The databases can only be used by members who pay membership fees.

There are a number of tenancy databases that operate in NSW, including TICA, National Tenancy Database and Trading Reference Australia.

These databases are run by private companies, not by the Government or the Tribunal.

## **Who can be listed**

A tenant can only be listed on a database if they are named on the tenancy agreement as a tenant.

Approved or unapproved occupants, visitors or children cannot be listed.

## **When can a tenant be listed?**

A tenant can only be listed on a database after their tenancy has ended. Tenants cannot be listed on a database if they fall behind with a rent payment, are given a termination notice or are not looking after the property in a satisfactory way.

A tenant can only be listed on a database for one or both of the following reasons:

they have left the property and owe money for a breach of the tenancy agreement that is more than the rental bond

the Tribunal has made an order terminating the agreement because of something the tenant has done wrong.

Any information recorded on a database must identify the reason for the listing in an accurate, complete and clear way. For example, 'eviction order given on grounds of rental arrears, tenant owes \$500 in rent above the bond'.

## **Notifying the tenant of a listing**

Landlords or agents must let tenants know in writing if they want to list them on a tenancy database.

They must give the tenant at least 14 days to object before listing them on the database.

A tenant can apply to the Tribunal if they think the proposed listing is incorrect or unjust.

## **References**

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