

THE LANDLORD AND THE TENANT ENTER INTO THIS AGREEMENT AND AGREE TO ALL ITS TERMS.

Note. Section 9 of the Electronic Transactions Act 2000 allows for agreements to be signed electronically in NSW if the parties consent. If an electronic signature is used then it must comply with Division 2 of Part 2 of the Electronic Transactions Act 2000.

SIGNED BY THE LANDLORD/AGENT

Name of landlord/agent

Lucy Jackson

Signature of landlord/agent

Lucy Jackson

Date 19 / 03 / 2024

LANDLORD INFORMATION STATEMENT

The landlord acknowledges that, at or before the time of signing this residential tenancy agreement, the landlord has read and understood the contents of the **Landlord Information Statement** published by NSW Fair Trading that sets out the landlord's rights and obligations.

Signature of landlord/agent

Lucy Jackson

Date 19 / 03 / 2024

SIGNED BY THE TENANT (1)

Name of tenant

Penina Stafford

Signature of tenant

Stafford

Date 19 / 03 / 2024

SIGNED BY THE TENANT (2)

Name of tenant

Signature of tenant

Date

SIGNED BY THE TENANT (3)

Name of tenant

Signature of tenant

Date

SIGNED BY THE TENANT (4)

Name of tenant

Signature of tenant

Date

TENANT INFORMATION STATEMENT

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

Signature of tenant



A rectangular box with a light gray background containing a handwritten signature in black ink. The signature appears to be 'Blair'.

Date 19 / 03 / 2024

For information about your rights and obligations as a landlord or tenant, contact:

- (a) NSW Fair Trading on 13 32 20 or www.fairtrading.nsw.gov.au, or
- (b) Law Access NSW on 1300 888 529 or www.lawaccess.nsw.gov.au, or
- (c) your local Tenants Advice and Advocacy Service at www.tenants.org.au

Special Terms

Occupation and use of premises

The tenant must not permit persons other than the persons nominated in the special terms to reside at the premises without the written consent of the Landlord. The Landlord must act reasonably in exercising the Landlord's discretion when determining whether or not to consent to a request by the tenant for any change to the approved tenants or occupants.

The tenant agrees to ensure that occupants and other persons who come on to the residential premises with the tenant's consent comply with the conditions of this agreement.

Subletting via online home sharing platforms

The use of online home sharing platforms, such as AirBnB, which grant exclusive possession of the property, or any part thereof, to guests, shall be deemed to be subletting of the property and require compliance with the Residential Tenancy Act.

The tenant agrees to notify the landlord or the landlord's agent, in writing within 14 days, of any changes to the nominated contact details of the tenant or the tenant's agent, including those specified in this agreement.

Where the tenant has been provided with the requisite notice pursuant to clause 24.8 and the tenant has refused access to the residential premises preventing prospective tenants from inspecting them, **the tenant acknowledges and agrees** that the landlord is entitled to claim damages for loss of bargain in the event the landlord is unable to secure a future tenant as a result of the tenant's refusal to allow access to the residential premises.

The tenant agrees that the landlord and the landlord's agent are authorised to use the office set of keys to access the residential premises for the purpose of carrying out an inspection pursuant to clause 24.

Tenancy Transfer

The tenant may not, at any time during the term of this lease, assign, or transfer this agreement or any interest therein, without the written consent of the Landlord.

If the Landlord agrees to the transfer, a processing fee \$250.00 plus GST is due payable to the landlord's agents prior to the transfer taking place.

Care of the premises by the tenant

(1) During the tenancy, the tenant must-

- use the residential premises for residential purposes only;
- not to use, advertise for use, sub-let, licence, transfer or otherwise part with possession of the whole or any part of the residential premises for the purpose of giving a person the right to occupy the residential premises for the purpose of a holiday, without the prior written consent of the landlord where such consent may be refused in the landlord's absolute discretion

(a) not do anything that might block any plumbing or drains on the premises;

(b) keep all rubbish in the bin provided by the local authority in an area designated by the Landlord or as the local authority may require;

(c) put the bin out for collection on the appropriate day for collection and return the bin to its designated place after the rubbish has been collected;

(d) maintain the lawns and gardens at the premises having regard to their condition at the commencement of the tenancy, including mowing the lawns, weeding the gardens and watering the lawns and gardens (subject to council water restrictions);

to take special care of the items let with the residential premises including any furniture, furnishings and appliances

(e) keep the premises free from pests and vermin;

to notify the landlord promptly of any infectious disease or the presence of rats, cockroaches, fleas or other pests;

to ventilate, in an adequate and timely manner and, if applicable, without any alteration or addition to the common property, all rooms and areas in the residential premises and to prevent the growth of mould

not to remove, alter or damage any water efficiency measure installed in the residential premises

(f) keep the walls, floors, doors and ceilings of the premises free of nails, screws or adhesive substances, unless otherwise agreed to by the Landlord:

(g) not intentionally or negligently damage the premises and inclusions;

(h) only hang clothing and other articles outside the premises in areas designated by the Landlord or the Landlord's agent;

~~(i) keep the swimming pool, filter and spa equipment (if any) clean and at the correct chemical levels having regard to their condition at the start of the tenancy;~~

(j) not interfere with nor make non-operational any facility that may be provided with the premises (eg. smoke alarms, fire extinguishers, garden sprinkler systems, hoses etc).

(k) where the Landlord has consented to animals being kept at the premises, the tenant must ensure all animals are kept in accordance with relevant local laws, state laws and federal laws including but not limited to, the Animal Management (Cats & Dogs) Act 2008 and the Animal Care and Protection Act 2001 where applicable and at the conclusion of the tenancy and pest control for fleas must be completed.

(2) The obligations of the tenant at the end of the occupancy regarding the conditions of the

premises include-

(a) if the carpets were cleaned to a certain standard at the start of the tenancy, the tenant must ensure the carpets are cleaned to the same standard, fair wear and tear excepted, at the end of the tenancy;

(b) if the property was free of pests at the start of the tenancy, the tenant must ensure the property meets the same standard at the end of the tenancy;

(c) repairing the tenant's intentional or negligent damage to the premises or inclusions;

~~(d) returning the swimming pool, filter and spa equipment (if any) to a clean condition with correct chemical levels having regard to their condition at the start of the tenancy;~~

(e) removing rubbish;

(f) replacing inclusions damaged during the tenancy having regard to their condition at the start of the tenancy, fair wear and tear excepted;

(g) mowing lawns, weeding gardens having regard to their condition at the start of the tenancy;

(h) remove all property other than that belonging to the Landlord or on the premises at the start of the tenancy.

(3) If the tenant does not meet the tenant's obligations at the end of the tenancy the Landlord or the Landlord's agent may pay for this to be done and claim the cost of doing so from the rental bond.

to leave, in the same manner of connection or operation, any telephone service installed in the residential premises at the commencement of this agreement; and the availability of telephone or fax lines, internet services, analogue, digital or cable television (and the adequacy of such services) are the sole responsibility of the tenant and the tenant should make their own enquiries as to the availability and adequacy of such services before executing this agreement.

The landlord does not warrant that any telephone or fax plugs, antenna sockets or other such sockets or service points located in the residential premises are serviceable, or will otherwise meet the requirements of the tenant, and tenants must rely upon their own enquiries.

The landlord is not obliged to install any antenna, plugs or sockets including but not limited to any digital aerials or antennas or to carry out any upgrade in respect of television or internet reception on the residential premises.

Photographs of the property during an inspection

(1) The tenant consents to photographs being taken of the property during an inspection arranged by the Landlord or the Landlord's agent in accordance with the Residential Tenancy Act, for the purposes of documenting the condition of the property at the time of the inspection.

(2) For the sake of clarity, if any photographs taken during an inspection of the property show something belonging to the tenant, the Landlord or Landlord's agent must obtain the tenant's written consent in order to use the photographs in an advertisement for the property in accordance with Residential Tenancy Act.

RENT AND RENTAL BOND

to pay the rent on or before the day which the term of this agreement begins; and not to apply any rental bond towards payment of the rent without the prior written consent of the landlord.

The landlord and the tenant may, by agreement, change the manner in which rent is payable under this agreement.

GARAGE, STORAGE CAGE, OPEN CAR SPACE OR OTHER STORAGE FACILITY

The tenant agrees that if the premises include a garage then the garage is provided for the purpose of parking a motor vehicle and not for the storage of goods or personal belongings.

The landlord gives no undertaking as to the security and/or waterproofing of any garage, storage cage, open car space or any other storage facility on the residential premises and accepts no liability for any damage to such garage, storage cage, open car space or other storage facility or to anything stored therein.

Locks and keys and remote controls

(1) The Landlord may claim from the tenant costs incurred by the Landlord as a result of the tenant losing any key, access keycard or remote control relating to the premises which has been provided to the tenant (by the Landlord, a body corporate or other person), including costs in connection with:

(a) replacing the key, access keycard or remote control; and

(b) gaining access to the premises.

(2) The tenant acknowledges that the Landlord's agent may retain a duplicate set of keys.

(3) The tenant must return all keys, access keycards and/or any remote controls to the Landlord or the Landlord's agent at the end of the tenancy.

Liability excluded

The tenant shall be liable for and shall indemnify and defend the Landlord or the Landlord's agent, its directors, officers, employees, and agents, from, and against, any and all losses, claims, demands, actions, suits (including costs and legal fees on an indemnity basis), and damages, including, but not limited to:

(a) injury, bodily or otherwise, or death of any person, including the tenant or an approved occupant; or

(b) loss, damage to, or destruction of, property whether real or personal, belonging to any

person, including the tenant or an approved occupant; as a direct or indirect result of the tenant's negligent acts or omissions or breach of this agreement or obligations under the Act.

Landlord's insurance

(1) If the Landlord does have insurance cover the tenant must not do, or allow anything to be done, that would invalidate the Landlord's insurance policy for the premises or increase the Landlord's premium in relation to that policy.

(2) The Landlord may claim from the tenant -

(a) any increase in the premium of the Landlord's insurance; and

(b) any excess on claim by the Landlord on the Landlord's insurance; and

(c) any other cost and expenses incurred by the Landlord;

as a direct or indirect result of the tenant's negligent acts or omissions or breach of this agreement or obligations under the Act.

Tenant's insurance

It is the tenant's and approved occupant's responsibility to adequately insure their own property and possessions.

Portable pool obligations

(1) The tenant must-

(a) Obtain the Landlord's consent for a portable pool at the premises of a depth of 300mm or greater;

(b) Where consent is to be provided by the Landlord to the tenant for the use of a portable pool at the premises of a depth of 300mm or greater, provide the Landlord and/or the agent with details of the type and description of the proposed portable pool.

(2) Where consent is provided by the Landlord to the tenant for the use of a portable pool at the premises of a depth of 300mm or greater, the tenant agrees to:

(a) Maintain and repair the portable pool at the tenant's own expense;

(b) In accordance with the *Swimming Pools Act 1992* obtain, maintain and renew a Pool Safety Certificate for a regulated pool, which includes a requirement for a compliant pool fence and, provide a copy of the Pool Safety Certificate to the Landlord and/or agent;

(c) Where a compliant pool fence is required for a regulated pool, obtain the Landlord's consent regarding a proposed fence in accordance with the *Swimming Pools Act 1992*;

(d) In circumstances where consent is provided to the tenant by the Landlord in accordance with the *Swimming Pools Act 1992*, construct and maintain the fence as required at the tenant's own expense.

(3) In accordance with the above clause (a) (b) (c) where consent is provided by the Landlord to the tenant for a portable pool of a depth of 300mm or greater and/or as prescribed by the *Swimming Pools Act 1992*, the tenant hereby agrees to indemnify and hold harmless the Landlord and agent for any loss, claim, suit or demand, brought, caused or contributed to, directly or indirectly, by the portable pool.

Electronic Signing

(1) Electronic Signature means an electronic method of signing that identifies the person and indicates their intention to sign this agreement;

(2) If this agreement is signed by any party or the Landlord's agent using an Electronic Signature, the tenant and the Landlord:

(a) agree to enter into this agreement in electronic form; and

(b) consent to either, or both parties, or the Landlord's agent signing this agreement using an Electronic Signature.

Smoking not allowed on premises

(a) The Tenant must not, or allow any other person to, use or smoke tobacco or other smoke producing substance within any dwelling on the premises.

(b) For the purposes of this Special Term a dwelling contained on the Premises shall include any enclosed area, room or structure attached to the dwelling, including but not limited to any garage, sunroom or enclosed veranda. A dwelling shall include any structure on the Premises designed to be used as a residence for human habitation.

~~Pets not permitted on dwelling refer to Clause 53~~

~~(a) The parties acknowledge that in accordance with Clause 53 of the Standard Terms, pets shall be permitted on the Premises but only in accordance with Clause 53 and as set out herein.~~

- (b) ~~The tenant agrees that only the pet/s described in Clause 53 of the Standard Terms may be kept on the premises. This agreement does not permit additional pets or the replacement of pets.~~
- (c) ~~The pet/s referred to in the Tenancy Details shall not be permitted inside any dwelling on the Premises unless written permission by the landlord has been given.~~
- (d) ~~For the purposes of Special Term (C) a dwelling contained on the Premises shall include any enclosed area, room or structure attached to the dwelling, including but not limited to any garage, sunroom or enclosed veranda. A dwelling shall include any structure on the Premises designed to be used as a residence for human habitation.~~
- (d) ~~The above provisions do not apply to guide, hearing or assistance dogs.~~
- (e) ~~The Tenant shall be liable for any damage or injury whatsoever caused by the pets on the Property, whether they are the pet of a Tenant or guest, Tenant's pets or their guests pets and regardless of their approval status.~~
- (f) ~~The Tenant accepts full responsibility and indemnifies the Landlord for any claims by or injuries to third parties or their Property caused by, or as result of actions by their pet/s or their guests' pet/s, and regardless of their approval status.~~
- (g) ~~To remove any faeces matter from the lawns and gardens.~~
- (h) ~~That the pet/s will not be fed inside the property on carpet areas.~~

~~Responsibility for pool chemicals and costs to be borne by tenant~~

- (a) ~~The landlord and the Tenant acknowledge that there is a swimming pool on the Premises.~~
- (b) ~~In addition to the rent and any other amount payable by the Tenant as set out in the Tenancy Details in the Agreement, the Tenant shall maintain the pool and pay all associated costs for the maintenance of the pool to keep it in a clean and safe state. Expenses to be met by the Tenant include:
 - (i) ~~Pool chemicals; and~~
 - (ii) ~~Pool cleaning (including cleaning of filtration, chlorination and heating equipment), which shall be undertaken by the Tenant or a professional pool service at least once per month.~~~~
- (c) ~~In the event that the Tenant does not keep the pool and associated filtration, chlorination and heating equipment in a reasonable and proper state to the reasonable satisfaction of the Landlord or the Landlord's agent, the Landlord or the Landlord's agent may arrange for the pool and associated filtration, chlorination and heating equipment to be properly maintained, the cost of which, including all chemicals, will be borne by the Tenant.~~

- (d) ~~The Landlord shall be responsible for any repairs in relation to the pool pumping, filtration and heating systems other than where such repairs are necessary as a result of the acts or omissions of the Tenant, in which case, the Tenant shall be liable for the cost of repairs.~~

General Tenancy - Pool Safety Requirements

Pool Safety requirements

The Tenant must do all acts and things required by the Tenant to comply with legislation regarding pool safety and require any other occupant, invitee or guest to comply with all legislation regarding pool safety, including, but not limited to:

- (a) ~~ensuring that any gate or door giving access to a regulated pool as defined in the Building Act 1975 (a "Regulated Pool") is securely closed at all times when the gate or door is not in use;~~
- (b) ~~ensuring that no object or structure is placed near or adjoining any regulated pool or the fence thereto which might facilitate access to that pool, whether such access is via gate or door, fence or otherwise; and~~
- (c) ensuring that no Regulated Pool is erected, constructed or placed on the Premises without the prior written consent of the Lessor.

General Tenancy - Rent Increase During a Fixed Term Agreement

Rent increase during a fixed term agreement

(a) In accordance with Section 3 “Rent” of the Standard Terms of the Tenancy Agreement, rent shall be

\$_____ per _____ (“**the initial rent**”).

Insert week, fortnight or months

(b) The initial rent shall be payable from the date nominated in Item 3 of the Tenancy Agreement until _____ (“**the initial rental period**”).

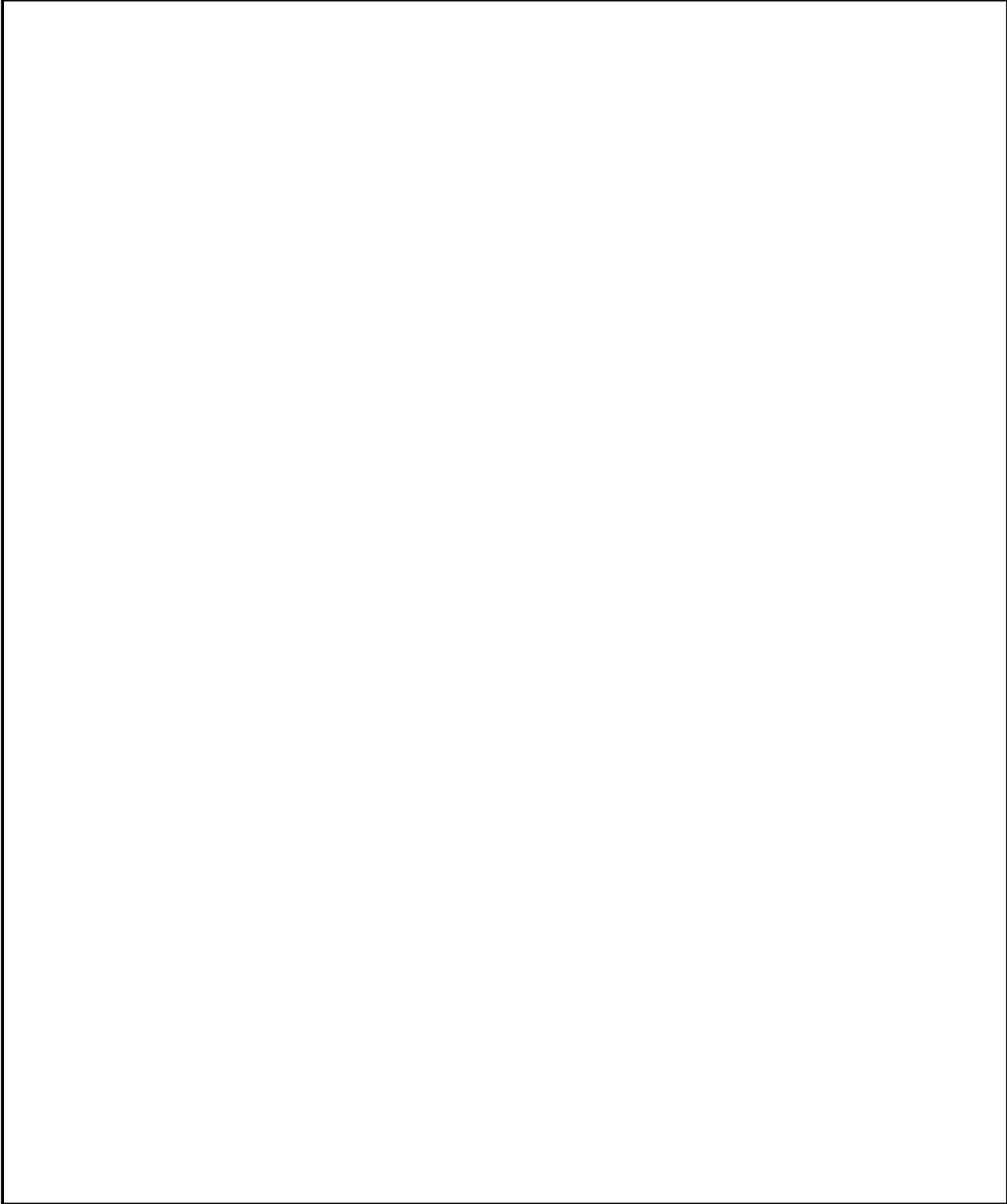
(c) From the end of the initial rental period, rent shall increase to \$_____

per _____ until the termination of the Tenant’s obligations to paying rent as set

Insert week, fortnight or months

out

Special Terms



Tenant information statement

What you must know before you start renting

Starting a tenancy

Landlords or agents must give all tenants a copy of this **Tenant information statement** before signing a residential tenancy agreement.

Make sure you read this information statement thoroughly before you sign a residential tenancy agreement. Ask questions if there is anything in the agreement that you do not understand.

Remember, you are committing to a legally binding contract with no cooling-off period. You want to be certain you understand and agree to what you are signing.

The landlord or agent must:

- ensure the property is vacant, reasonably clean, fit to live in and in good repair at the start of the tenancy
- provide and maintain the property in a reasonable state of repair
- meet health and safety laws (e.g. pool fencing, electrical installations, smoke alarms, window and balcony safety)
- ensure the property is reasonably secure
- respect your privacy and follow entry and notice requirements.

When renting, you must:

- pay the rent on time
- keep the property reasonably clean and undamaged and leave it in the same condition it was in when you moved in (fair wear and tear excepted)
- not use the property for anything illegal
- follow the terms of the tenancy agreement
- respect your neighbours' right to peace, comfort and privacy

What you must be told before you sign an agreement

Sometimes a rental property has something in its history that you should know before you sign an agreement.

The landlord or agent **must tell** you 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.

The landlord or agent **must tell** you if they are aware of any of the following facts. If 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 or 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 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 you 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 to landlords or agents if any of the above is not done.

What you must be given before you sign an agreement

Before you sign an agreement or move into the property, the landlord or agent **must give** you:

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

What you must be given at the time you sign an agreement

At the time you sign the agreement, the landlord or agent **must give** you:

- for any swimming or spa pools on the property, a valid certificate of compliance or occupation certificate (issued within the last 3 years). This does not apply if you are renting a property in a strata or community scheme that has more than 2 lots.

Before or at the start of the tenancy

The landlord or agent **must give** you:

- 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 you or any tenant named in the agreement

The property must be fit to live in

The property must be reasonably clean, fit to live in and in a reasonable state of repair.

To be fit to live in, the 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 you to live in, even if it meets the

above 7 minimum standards. Before you rent the property, you should tell the landlord or agent to take steps (such as make repairs) to make sure the property is fit to live in.

Residential tenancy agreement

The tenancy agreement is a legal agreement. It must include certain standard terms that cannot be changed or deleted. It may also include additional terms. Verbal agreements are still binding on you and the landlord.

Condition report

You should have already received a copy of the condition report, completed by the landlord or agent, before you signed the agreement. This is an important piece of evidence and you should take the time to check the condition of the property at the start of the tenancy. If you do not complete the report accurately, money could be taken out of your bond (after you move out) to pay for damage that was already there when you moved in.

You must complete and give a copy of the condition report to your landlord or agent **within 7 days** after moving into the property. You must also keep a copy of the completed report.

Rent, receipts and records

Rent is a regular payment you make to the landlord to be able to live in the property. You cannot be asked to pay more than 2 weeks' rent in advance. Your landlord or agent cannot demand more rent until it is due.

Your landlord or agent can serve you with 14 days' termination notice if you are more than 14 days behind with the rent.

Your landlord or agent must:

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

Rental bonds

The bond is money you may have to pay at the start of the tenancy as security. It must be in the form of money and not as a guarantee. Your landlord or agent can only ask for 1 bond for a tenancy agreement. The bond payable cannot be more than 4 weeks rent. If the landlord agrees, you can pay the bond in instalments.

Your landlord or agent cannot make you pay a bond before the tenancy agreement is signed. If you pay the bond directly to Fair Trading using [Rental Bonds Online](#) (RBO) the landlord or agent will receive confirmation of this before they finalise the tenancy agreement.

Your landlord or agent must give you the option to use RBO to pay your bond. You can use RBO to securely pay your bond direct to NSW Fair Trading using a credit card or BPAY, without the need to fill out and sign a bond lodgement form. Once registered, you can continue to use your RBO account for future tenancies.

If you decide not to use RBO, you can ask your agent or landlord for a paper bond lodgement form for you to sign, so that it can be lodged with Fair Trading. The landlord must deposit any bond you pay them with Fair Trading within 10 working days. If the bond is paid to the agent, the agent must deposit the bond with Fair Trading within 10 working days after the end of the month in which the bond was paid.

Discrimination when applying for rental property

It is against the law for a landlord or agent to discriminate on the grounds of your race, age, disability, gender, sexual orientation, marital status or pregnancy.

If you feel that a landlord or agent has declined your tenancy application or has treated you less favourably because of the above, you can contact the NSW Anti-Discrimination Board on 1800 670 812 or the Australian Human Rights Commission on 1300 656 419.

It is not against the law if a landlord or agent chooses not to have a tenant who smokes, or has a poor tenancy history or issues with rent payments.

Communicating with your landlord or agent

Your landlord must provide you with their name and a way for you to contact them directly, even if your landlord has an agent.

This information must be given to you in writing before or when you sign the tenancy agreement, or it can be included in the agreement you sign. Your landlord must also let you know, in writing, within 14 days of any changes to their details.

Some formal communication between you and the landlord or agent must be in writing to be valid, for example, termination notices. You can use email to serve notices or other documents but only if the landlord or agent has given you permission to use their nominated email address for this purpose.

During the tenancy

Can rent be increased during the tenancy?

For a fixed-term of less than 2 years, rent can only be increased during the fixed-term if the agreement sets out the increased amount or how the increase will be calculated. No written notice of the increase is required.

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), the rent can only be increased once in a 12-month period. You must get at least 60 days written notice.

Paying for electricity, gas and water usage

You may have to pay the cost for certain utilities as set out in the agreement. For example, you will pay for all:

- electricity, non-bottled gas or oil supply charges if the property is separately metered. Some exceptions apply for electricity or gas
- charges for the supply of bottled gas during the tenancy.

There are limits on when you need to pay for water usage charges. You can only be asked to pay for water usage if the property is separately metered (or water is delivered by vehicle) 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.

Repairs and maintenance

The property must always be fit for you to live in. The landlord is responsible for any repairs or maintenance, so the property is in a reasonable state of repair. They must also ensure the property meets health and safety laws.

You are responsible for looking after the property and keeping it clean and undamaged. If the property includes a yard, lawns and gardens, you must also keep these areas neat and tidy.

You need to tell your landlord or the agent of any necessary repairs or damage as soon as possible. They are responsible for arranging and paying for the repair costs unless you caused or allowed the damage. You are not responsible for any damage caused by a perpetrator of domestic violence during a domestic violence offence.

If the repair is an **urgent repair** e.g. where there is a burst water service, a blocked or broken toilet, a gas leak or dangerous electrical fault, your landlord or agent should organise these repairs as soon as reasonably possible, after being notified. If they do not respond to an urgent repair, you may be able to organise the work yourself and be reimbursed

a maximum amount of \$1,000 within 14 days from requesting payment in writing. A list of **urgent repairs** is available on the [Fair Trading website](#).

You can apply to Fair Trading for a rectification order if your landlord refuses or does not provide and maintain the property in a reasonable state of repair. Similarly, your landlord can apply to Fair Trading for a rectification order if you refuse or do not repair damage you have caused or allowed. You can also apply to the NSW Civil and Administrative Tribunal (the Tribunal) if your landlord does not carry out repairs.

Smoke alarms must be working

Landlords must ensure that smoke alarms are installed on all levels of the property. Your landlord must maintain the smoke alarms in your property to ensure they are working.

You should notify your landlord or agent if a smoke alarm is not working. They are responsible for repairing (including replacing a battery) or replacing a smoke alarm within 2 business days after they become aware that it is not working.

You can choose to replace a removable battery if it needs replacing, but you must notify the landlord if and when you do this. You are not responsible for maintaining, repairing or replacing a smoke alarm. However, there are some circumstances where you can arrange for a smoke alarm to be repaired or replaced.

Privacy and access

You have the right to reasonable peace, comfort and privacy when renting. Tenancy laws restrict when and how often your landlord, agent or other authorised person can enter the property during the tenancy. Your landlord, agent or authorised person can enter the property without your consent in certain circumstances if proper notice (if applicable) is provided.

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 been 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 been given at least 1 hours' notice
- to **inspect or assess the need for repair or replacement of a smoke alarm**, if you have been given at least 2 business days' notice
- to carry out a **general inspection** of the property if you have been given at least 7 days' written notice (no more than 4 inspections during a 12-month period).

How to make 'minor' changes to the property

You can only make minor changes to the property with your landlord's written consent, or if the agreement allows it. Your landlord can only refuse your request if it is reasonable to do so e.g. if the work involves structural changes or is inconsistent with the nature of the property.

There are certain types of 'minor' changes where it would be unreasonable for your landlord to refuse consent. For example:

- secure furniture to a non-tiled wall for safety reasons
- fit a childproof latch to an outdoor gate in a single dwelling
- insert fly screens on windows
- install or replace internal window covering (e.g. curtains)
- install cleats or cord guides to secure blind or curtain cords
- install child safety gates inside the property
- install window safety devices for child safety (non-strata only)
- install hand-held shower heads or lever-style taps to assist elderly or disabled occupants
- install or replace hooks, nails or screws for hanging pictures etc.
- install a phone line or internet connection
- plant vegetables, flowers, herbs or shrubs in the garden
- install wireless removable outdoor security camera
- apply shatter-resistant film to window or glass doors
- make changes that don't penetrate a surface, or permanently modify a surface, fixture or structure of the property.

Some exceptions apply. The landlord can also require that certain minor changes be carried out by a qualified person.

You will be responsible for paying for the changes and for any damage you cause to the property. Certain rules apply for removing any modifications at the end of the tenancy.

Your rights in circumstances of domestic violence

Every person has the right to feel safe and live free from domestic violence. If you or your dependent child are experiencing domestic violence in a rental property, there are options available to you to improve your safety.

If you or your dependent child need to escape violence, you can end your tenancy immediately,

without penalty. To do this you must give your landlord a termination notice with the relevant evidence and give a termination notice to any co-tenants.

Or, if you wish to stay in your home, you can apply to the Tribunal for an order to end the tenancy of the perpetrator (if they are another co-tenant).

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

Termination notice must be given

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

To end a tenancy, you need to give the landlord or agent 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 (for example if you are experiencing hardship).

If you do not leave by the date specified in the termination notice, the landlord or agent can apply to the Tribunal for termination and possession orders. If you do not comply with the Tribunal order, only a Sheriff's Officer can legally remove you from the property under a warrant for possession.

You cannot be locked out of your home under any circumstances unless a Sheriff's Officer is enforcing a warrant for possession issued by the Tribunal or a court.

Break fee for ending a fixed term agreement early

If you end a fixed term agreement early that is for 3 years or less, 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 you end the agreement early for a reason allowed under the Act.

Getting the rental bond returned

You should receive the bond in full at the end of the tenancy unless there is a reason for the landlord to make a claim against the bond. For example 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
- you 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'.

You are not liable for fair wear and tear to the property that occurs over time with the use of the property, even when the property receives reasonable care and maintenance.

Checklist

You should only sign the agreement when you can answer **Yes** to the following.

The tenancy agreement

- I have read the agreement and asked questions if there were things I did not understand.
- I understand the fixed-term of the agreement is negotiated before I sign, which means it can be for 6 months, 12 months, or some other period.
- I understand that I must be offered at least one way to pay the rent that does not involve paying a fee to a third party.
- I understand that any additional terms to the agreement can be negotiated before I sign.
- I have checked that all additional terms to the agreement are allowed. For example, the agreement does not include a term requiring me to have the carpet professionally cleaned when I leave, unless it is required because the landlord has allowed me to keep a pet on the property.

Promised repairs

For any promises the landlord or agent makes to fix anything (e.g. replace the oven, etc.) or do other work (e.g. paint a room, clean up the backyard, etc.):

- I have made sure these have already been done or
- I have an undertaking in writing (before signing the agreement) that they will be done.

Upfront costs

I am **not** required to pay:

- more than 2 weeks rent in advance
- more than 4 weeks rent as a rental bond.

I am **not** being charged for:

- the cost of preparing the tenancy agreement
- the initial supply of keys and other opening devices to each tenant named in the agreement
- being allowed to keep a pet on the property.

Top tips for problem-free renting

Some useful tips to help avoid problems when renting:

- Keep a copy of your agreement, condition report, rent receipts, Rental Bond Number and copies of letters/emails you send or receive in a safe place where you can easily find them later.
- Photos are a great way to record the condition of the property when you first move in. Take date-stamped photos of the property, especially areas that are damaged or unclean. Keep these photos in case the landlord objects to returning your bond at the end of your tenancy.
- Comply with the terms of your agreement and never stop paying your rent, even if you don't think the landlord is complying with their side of the agreement (e.g. by failing to do repairs). You could end up being evicted if you do.
- Never make any changes to the property, or let other people move in without asking the landlord or agent for permission first.
- Keep a written record of your dealings with the landlord or agent (for example by keeping copies of emails or a diary record of your conversations, including the times and dates, who you spoke to and what they agreed to do). It is helpful to have any agreements in writing, for example requests for repairs. This is a useful record and can also assist if there is a dispute.

- Consider taking out home contents insurance to cover your belongings in case of theft, fires and natural disasters. The landlord's building insurance, if they have it, will not cover your belongings.
- If the property has a pool or garden, be clear about what the landlord or agent expects you to do to maintain them.
- Be careful with what you sign relating to your tenancy and do not let anybody rush you. Never sign a blank form, such as a 'Claim for refund of bond' form.
- If you are happy in the property and your agreement is going to end, consider asking for the agreement to be renewed for another fixed-term. This will remove any worry about being unexpectedly asked to leave and can help to lock in the rent for the next period.

More information

Visit the [Fair Trading website](https://www.fairtrading.nsw.gov.au) or call 13 32 20 for more information about your renting rights and responsibilities. The NSW Government funds a range of community-based Tenants Advice and Advocacy Services across NSW to provide advice, information and advocacy to tenants. Visit the Tenants' Union website at [tenants.org.au](https://www.tenants.org.au)

[fairtrading.nsw.gov.au](https://www.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.

Title	Tenancy lease agreement
File name	leasedoc-1710818925709.pdf
Document ID	21792c05bd5a1b92731a80c881f32fbbdcc68e43
Audit trail date format	DD / MM / YYYY
Status	● Signed

Document history



SENT

19 / 03 / 2024

03:29:04 UTC

Sent for signature to Penina Stafford (peninastafford@gmail.com) and Lucy Jackson (lucy@different.com.au) from platform@different.com.au
IP: 35.84.181.132



VIEWED

19 / 03 / 2024

03:55:29 UTC

Viewed by Penina Stafford (peninastafford@gmail.com)
IP: 103.119.253.10



SIGNED

19 / 03 / 2024

03:57:21 UTC

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IP: 103.119.253.10



VIEWED

19 / 03 / 2024

04:17:00 UTC

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IP: 101.115.84.74



SIGNED

19 / 03 / 2024

04:17:19 UTC

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IP: 101.115.84.74



COMPLETED

19 / 03 / 2024

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The document has been completed.

ABN: 16 650 872 503

**COMPLYING DEVELOPMENT CERTIFICATE 210053/01
PROJECT REFERENCE 210053**

Issued under Part 4 of the Environmental Planning and Assessment Act 1979 Section 4.28

APPLICANT DETAILS

Applicant: Usman Shahid
Address: 1705/63 Shoreline Drive, Rhodes NSW 2138
Phone: 0405778878

OWNER DETAILS

Name of the person having benefit of the development consent: Usman Shahid & Javariah Siddiqui
Address: 1705/63 Shoreline Drive, Rhodes NSW 2138
Phone: 0405778878

COMPLYING DEVELOPMENT CONSENTS

Consent Authority / Local Government Area: Ku-ring-gai Council
Relevant Planning Instrument Decision Made Under:
Date of Determination: 24/09/2021
Complying Development Certificate Number: 210053/01
Lapse Date: 24/09/2026

Lapse date: Section 4.29 of the Environmental Planning and Assessment Act 1979 stipulates that this certificate will lapse within 5 years if not physically commenced on the stated land to which this certificate applies. Sections 4.19, 6.6, 6.7, 6.12, 6.13, 6.14 of the Act is applicable.

PROPOSAL

Address of Development: 12 Yanko Road, West Pymble NSW 2073
Lot: 137
DP: DP27341
Land Use Zone: R2
Building Classification/s:
Scope of Building Works Covered by this Certificate: Demolition of existing structures and construction of a new dwelling
Type of Construction: N/A
Value of Construction (incl. GST):
Plans and Specifications approved: Refer Schedule 1: Approved Plans and Specifications
Fire Safety Schedule: N/A
Conditions: See Conditions attached
Exclusions:
Critical stage inspections: See attached Notice

CERTIFYING AUTHORITY

Registered Certifier: Jason Khouri
Registration Body and Registration Number: Department of Fair Trading
BDC3145

I, Jason Khouri, as the certifying authority, certify that the proposed development is complying development and that if carried out in accordance with the plans and specifications will comply with all development standards, any standards in a Development Control Plan, and all requirements of the Environmental Planning & Assessment Regulation 2000 as referred to in section 4.26 of the Environmental Planning and Assessment Act 1979.

Dated: 24/09/2021



Jason Khouri

N.B. Prior to the commencement of work section 6.6 of the Environment Planning and Assessment Act 1979 must be satisfied.

SCHEDULE 1: APPROVED PLANS AND SPECIFICATIONS

1. Endorsed Architectural Plans
Not applicable.

2. Endorsed Structural Plans

Prepared by	Document	Drawing number	Revision	Date
United Consulting Engineers	Structural Plans	S01, S02, S03, S04, S05, S06, S06, POOL	D	03/09/2021

3. Endorsed Engineering Plans

Prepared by	Document	Drawing number	Revision	Date
United Consulting Engineers	Stormwater Plans	D01, D02	A	29/06/2021

4. Endorsed Landscape Plans
Not applicable.

5. Endorsed other documents

Prepared by	Document	Drawing number	Revision	Date
Outsource Ideas	BASIX	1236425S_05	N/A	16/09/2021