

## Residential tenancy agreement (Social Housing)

### IMPORTANT INFORMATION

Please read this before completing the residential tenancy agreement (the Agreement).

1. This form is your written record of your tenancy agreement. This is a binding contract under the Residential Tenancies Act 2010, so please read all terms and conditions carefully.
2. If you need advice or information on your rights and responsibilities, please call NSW Fair Trading on 13 32 20 or visit [www.fairtrading.nsw.gov.au](http://www.fairtrading.nsw.gov.au) before signing the Agreement.
3. If you require extra space to list additional items and terms, attach a separate sheet. All attachments should be signed and dated by both the landlord or the landlord's agent and the tenant to show that both parties have read and agree to the attachments.
4. The landlord or the landlord's agent must give the tenant a copy of the signed Agreement and any attachments, two copies or one electronic copy of the completed condition report and a copy of the Tenant Information Statement published by NSW Fair Trading.

This agreement signed on:

### BETWEEN

LANDLORD		
<b>Note:</b> These details must be provided for landlord(s), whether or not there is a landlord's agent		
Name:	<b>Third Sector Australia Ltd trading as Momentum Collective (ABN 54 213 576 984)</b>	
Telephone number or other contact details:	Telephone:	<b>1300 506 710</b>
	Address:	<b>35 Wharf Street Tweed Heads NSW; or 4/79 Tamar Street Ballina NSW</b>
	Email:	<b>tenancy@mymomentum.org.au</b>
Address for services of notices	<b>1. PO Box 794 COOLANGATTA QLD 4220 or 2. PO Box 578 BALLINA NSW 2478;</b>	

### AND

TENANT		
Tenant name (1)		
Tenant name (2)		
Tenant name (3)		
Add all other tenants here:		
Address for service of notices (if different to address of premises)	State:	Postcode:
Telephone number/s:		

### LANDLORD'S AGENT

Name:	<b>N/A</b>		
Address for service of notices (if different to address of premises)	State:	Postcode:	
Telephone number/s:			

### TENANT'S AGENT (IF APPLICABLE)

Name:			
Relationship to tenant:			
Address for service of notices	State:	Postcode:	
Telephone number/s:			

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RESIDENTIAL PREMISES			
Location			
Inclusions	<b>See Item 3 of Schedule One for any inclusions</b>		
TERM OF AGREEMENT			
The term of this agreement is:		<i>For a fixed term agreement insert the term. Otherwise leave blank or write "periodic"</i>	
Inclusions:	<b>See Item 4 of Schedule One for any inclusions</b>		
Starting on:		And ending on:	
<i>Note: For a residential tenancy agreement having a fixed term of more than 3 years, the agreement must be annexed to the form approved by the Registrar-General for registration under the Real Property Act 1900.</i>			

RENT			
The rent is:	<b>\$ per week</b>		
Payable in advance starting on:			
The method by which the rent must be paid:	<b>(a) Electronic Funds Transfer (EFT) into the following account, or any other account nominated by the landlord:</b>		
	Bank:	<b>CBA</b>	
	BSB number:	<b>062682</b>	
	Account number:	<b>10313715</b>	
	Account name:	<b>Third Sector Australia Ltd - Tenancy Account</b>	
	Reference number:		
	<b>(b) as follows</b>		
Direct debit via the Centrelink Rental Deduction Scheme			
<i>Note: The landlord or landlord's agent must permit the tenant to pay the rent by at least one means for which the tenant does not incur a cost (other than bank or account fees usually payable for the tenant's transactions (see clause 4.1) and that is reasonably available to the tenant.</i>			

RENTAL BOND	
<i>[Cross out if there is not going to be a bond]:</i>	
A rental bond of « <b>BondAmount</b> » must be paid by the tenant on signing this agreement. The amount of the rental bond must not be more than 4 weeks rent.	
<b>The tenant provided the rental bond amount to:</b>	
<input checked="" type="checkbox"/>	the landlord or another person
<input type="checkbox"/>	the landlord's agent,
<input type="checkbox"/>	NSW Fair Trading through Rental Bond Online
<i>Note: All rental bonds must be lodged with NSW Fair Trading. If the bond is paid to the landlord or another person, it must be deposited within 10 working days after it is paid using the Fair Trading approved form. If the bond is paid to the landlord's agent, it must be deposited within 10 working days after the end of the month in which it is paid.</i>	

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<b>Maximum number of occupants</b>	No more than _____ persons may ordinarily live at the premises at any one time.
<b>Urgent repairs</b>	Call the Momentum After Hours Manager on 0458 029 101
<b>Water usage</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No The tenant is required to pay separately for water usage under Part 7 Social Housing Tenancy Agreement Clause 139 of the Residential Tenancies Act 2010. See Clause 61 for information relating to water charging by social housing providers.
<b>Utilities</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No Electricity supplied to the premises from an embedded network
	<input type="checkbox"/> Yes <input type="checkbox"/> No Gas is supplied to the premises from an embedded network
<i>For more information on consumer rights if electricity or gas is supplied from an embedded network, contact NSW Fair Trading.</i>	
<b>Smoke alarms</b>	Indicate whether the smoke alarms installed in the residential premises are hardwired or battery operated:  <input type="checkbox"/> Hardwired smoke alarms  <input type="checkbox"/> Battery operated smoke alarms  <b>Hardwired smoke alarms</b>  If the smoke alarms are hardwired, are the back-up batteries in the smoke alarms of a kind the tenant can replace? <input type="checkbox"/> Yes <input type="checkbox"/> No  If yes, specify the type of back-up battery that needs to be used if the back-up battery in the smoke alarm needs to be replaced. <input style="width: 200px; height: 20px;" type="text"/>  <b>Note:</b> Momentum service all smoke alarms on an annual basis, which includes battery replacement. It is recommended that all matters concerning smoke alarm or battery replacement are reported to Momentum, so that professional contractors can attend and resolve any matters.  <b>Battery operated smoke alarms</b>  If the smoke alarms are battery operated, are the batteries in the smoke alarms of a kind the tenant can replace? <input type="checkbox"/> Yes <input type="checkbox"/> No  If yes, specify the type of back-up battery that needs to be used if the back-up battery in the smoke alarm needs to be replaced. <input style="width: 200px; height: 20px;" type="text"/>  <b>Note:</b> Momentum service all smoke alarms on an annual basis, which includes battery replacement. It is recommended that all matters concerning smoke alarm or battery replacement are reported to Momentum, so that professional contractors can attend and resolve any matters.  <b>Strata management</b>  If the Strata Schemes Management Act 2016 applies to the residential premises, is the owners corporation of the strata scheme responsible for the repair and replacement of smoke alarms in the residential premises? <input type="checkbox"/> Yes <input type="checkbox"/> No
<b>Tenancy laws</b>	The Residential Tenancies Act 2010 and the Residential Tenancies Regulation 2019 apply to this agreement. Both the landlord and the tenant must comply with these laws.

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# Residential tenancy agreement (Social Housing)

## SCHEDULE ONE

Item	Heading	Description	Clause number
1.	<b>By-Laws To Be Provided</b>	<p>Strata or community scheme by-laws are applicable to the residential premises. If yes, see clauses 38 and 39.</p> <p><input type="checkbox"/> Clause 38 and 39 Applies</p>	38-39
2	<b>Swimming Pool</b>	<p>There is a swimming pool which forms part of the residential premises</p> <p><input type="checkbox"/> Clause 45 and 46 apply</p>	45-46
3.	<b>Giving notices and other documents electronically</b>	<p><b>Landlord</b></p> <p>Does the landlord give express consent to the electronic service of notices and documents?</p> <p><input type="checkbox"/> Yes    <input type="checkbox"/> No    If yes, see Clause 50</p> <p>Email address to be used for the purpose of serving notices and documents: <a href="mailto:tenancy@mymomentum.org.au">tenancy@mymomentum.org.au</a></p> <p><b>Tenant</b></p> <p>Does the tenant give express consent to the electronic service of notices and documents?</p> <p><input type="checkbox"/> Yes    <input type="checkbox"/> No    If yes, see clause 50.</p> <p>Email address to be used for the purpose of serving notices and documents: .....</p> <p><b>Important notes</b></p> <p><i>Indicate for each person whether the person provides express consent to any notice and any other document under section 223 of the Residential Tenancies Act 2010 being given or served on them by email. The Electronic Transactions Act 2000 applies to notices and other documents you send or receive electronically.</i></p> <p><i>Note. You should only consent to electronic service if you check your emails regularly.</i></p> <p><i>If there is more than one tenant on the agreement, all tenants should agree on a single email address for electronic service. This will help ensure co-tenants receive notices and other documents at the same time.</i></p>	50
4.	<b>Additional Items in Premises</b>	<p>If checked, the following items are located in the residential premises but are subject to the provision of clause 56:</p> <p><input type="checkbox"/> Blinds and curtains</p> <p><input type="checkbox"/> Garden or other sheds</p> <p><input type="checkbox"/> Airconditioners or heaters</p> <p><input type="checkbox"/> Any whitegoods including dishwashers, washing machines and refrigerators</p> <p><input type="checkbox"/> Automatic garage doors</p> <p><input type="checkbox"/> Other (as specified herein)</p> <p>.....</p> <p>.....</p> <p>.....</p>	56

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5.	<b>Disclosure of Material Facts</b>	The following facts have been disclosed to the tenant in accordance with the provisions of clause 57:	57
		<input type="checkbox"/> The property is currently listed for sale	
		<input type="checkbox"/> A mortgagee is taking action for possession of the residential premises, if the mortgagee has commenced proceedings in a court to enforce a mortgage over the premises	
		<input type="checkbox"/> The residential premises are subject to significant health or safety risks that are not apparent to a reasonable person on inspection of the premises	
		<input type="checkbox"/> The residential premises have been subject to flooding or bush fire in the preceding 5 years	
		<input type="checkbox"/> The residential premises have been the scene of a serious violent crime within the preceding 5 years	
		<input type="checkbox"/> Council waste services will be provided to the tenant on a different basis than is generally applicable to residential premises within the area of the council	
		<input type="checkbox"/> Because of the zoning of the land, or other laws applying to development on the land, the tenant will not be able to obtain a residential parking permit	
		<input type="checkbox"/> Other persons are legally entitled to share a driveway or walkway with the tenant	
		<input type="checkbox"/> On-site support services, including staffed overnight assistance, are provided to other residents of the complex.	
		<input type="checkbox"/> Disabled carparking bays within the complex have been fully and permanently allocated to eligible tenants and are not available for use by the tenant of this agreement.	
		<input type="checkbox"/> The property has been used to manufacture or grow a prohibited drug or prohibited plant in the last two years	
		<input type="checkbox"/> The property 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	
		<input type="checkbox"/> The property is part of a building to where a: <ul style="list-style-type: none"> <li>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</li> <li>b) development or complying development certificate application for rectification has been lodged for external combustible cladding</li> </ul>	
6.	<b>Rent Increases During The Fixed term</b>	<input type="checkbox"/> Clause 60 applies.  The weekly rent will be increased to: \$..... on ...../...../.....	60

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7.	<b>Property Condition Report</b>	A condition report relating to the condition of the premises must be completed by or on behalf of the landlord before or when this agreement is given to the tenant for signing.	62
		<input type="checkbox"/> A previous Condition Report has been prepared for this tenancy Clauses 62 of this agreement applies. The relevant date is: ...../...../.....	
8.	<b>Loose fill asbestos insulation</b>	<input type="checkbox"/> The premises have been and remain listed on the LFAI Register	47
9.	<b>Rental bonds online</b>	<input type="checkbox"/> The tenant has been advised on their right to lodge their full rental bond online with the Department of Fair Trading.	
10.	<b>Pets</b>	<input type="checkbox"/> No pets are allowed on the premises	58-59

## Residential tenancy agreement (Social Housing)

### The Agreement

#### RIGHT TO OCCUPY THE PREMISES

1. **The landlord agrees** that the tenant has the right to occupy the residential premises during the tenancy.  
The residential premises include the additional things (if any) noted under 'Premises'.

#### COPY OF AGREEMENT

2. **The landlord agrees to give the tenant:**
  - 2.1 a copy of this agreement before or when this agreement is signed and given by the tenant to the landlord or a person on the landlord's behalf, and
  - 2.2 a copy of this agreement signed by both the landlord and the tenant as soon as is reasonably practicable.

#### RENT

3. **The tenant agrees:**
  - 3.1 to pay rent on time, and
  - 3.2 to reimburse the landlord for the cost of replacing rent deposit books or rent cards lost by the tenant, and
  - 3.3 to reimburse the landlord for the amount of any fees paid by the landlord to a bank or other authorised deposit-taking institution as a result of funds of the tenant not being available for rent payment on the due date.
4. **The landlord agrees:**
  - 4.1 to provide the tenant with at least one means to pay rent for which the tenant does not incur a cost (other than bank fees or other account fees usually payable for the tenant's transactions) and that is reasonably available to the tenant, and
  - 4.2 not to require the tenant to pay more than 2 weeks rent in advance or to pay rent for a period of the tenancy before the end of the previous period for which rent has been paid, and
  - 4.3 not to require the tenant to pay rent by a cheque or other negotiable instrument that is post-dated, and
  - 4.4 to accept payment of unpaid rent after the landlord has given a termination notice on the ground of failure to pay rent if the tenant has not vacated the residential premises, and
  - 4.5 not to use rent paid by the tenant for the purpose of any amount payable by the tenant other than rent, and
  - 4.6 to give a rent receipt to the tenant if rent is paid in person (other than by cheque), and
  - 4.7 to make a rent receipt available for collection by the tenant or to post it to the residential premises or to send it by email to an email address specified in this agreement by the tenant for the service of documents of that kind if rent is paid by cheque, and
  - 4.8 to keep a record of rent paid under this agreement and to provide a written statement showing the rent record for a specified period within 7 days of a request by the tenant (unless the landlord has previously provided a statement for the same period).

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

#### RENT INCREASES

5. **The landlord and the tenant agree** that the rent cannot be increased after the end of the fixed term (if any) of this agreement or under this agreement unless the landlord gives not less than 60 days written notice of the increase to the tenant. The notice must specify the increased rent and the day from which it is payable.

**Note:** *Section 42 of the Residential Tenancies Act 2010 sets out the circumstances in which rent may be increased during the fixed term of a residential tenancy agreement. An additional term for this purpose may be included in the agreement.*

6. **The landlord and the tenant agree** that the rent may not be increased after the end of the fixed term (if any) of this agreement more than once in any 12-month period.

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7. The landlord and the tenant agree:
- 7.1 that the increased rent is payable from the day specified in the notice, and
  - 7.2 that the landlord may cancel or reduce the rent increase by a later notice that takes effect on the same day as the original notice, and
  - 7.3 that increased rent under this agreement is not payable unless the rent is increased in accordance with this agreement and the Residential Tenancies Act 2010 or by the Civil and Administrative Tribunal.

### RENT REDUCTIONS

8. The landlord and the tenant agree that the rent abates if the residential premises:
- 8.1 are destroyed, or become wholly or partly uninhabitable, otherwise than as a result of a breach of this agreement, or
  - 8.2 cease to be lawfully usable as a residence, or
  - 8.3 are compulsorily appropriated or acquired by an authority.
9. **The landlord and the tenant may**, at any time during this agreement, agree to reduce the rent payable.

### PAYMENT OF COUNCIL RATES, LAND TAX, WATER AND OTHER CHARGES

10. **The landlord agrees to pay:**
- 10.1 rates, taxes or charges payable under any Act (other than charges payable by the tenant under this agreement), and
  - 10.2 the installation costs and charges for initial connection to the residential premises of an electricity, water, gas, bottled gas or oil supply service, and
  - 10.3 all charges for the supply of electricity, non-bottled gas or oil to the tenant at the residential premises that are not separately metered, and  
*Note 1. Clause 10.3 does not apply to premises located in an embedded network in certain circumstances in accordance with clauses 34 and 35 of the Residential Tenancies Regulation 2019.*  
*Note 2. Clause 10.3 does not apply to social housing tenancy agreements in certain circumstances, in accordance with clause 36 of the Residential Tenancies Regulation 2019*
  - 10.4 the costs and charges for the supply or hire of gas bottles for the supply of bottled gas at the commencement of the tenancy, and
  - 10.5 all charges (other than water usage charges) in connection with a water supply service to separately metered residential premises, and
  - 10.6 all charges in connection with a water supply service to residential premises that are not separately metered, and
  - 10.7 all charges for the supply of sewerage services (other than for pump out septic services) or the supply or use of drainage services to the residential premises, and
  - 10.8 all service availability charges, however described, for the supply of non-bottled gas to the residential premises if the premises are separately metered but do not have any appliances, supplied by the landlord, for which gas is required and the tenant does not use gas supplied to the premises, and
  - 10.9 the costs and charges for repair, maintenance or other work carried out on the residential premises which is required to facilitate the proper installation or replacement of an electricity meter, in working order, including an advance meter, if the meter installation is required by the retailer to replace an existing meter because the meter is faulty, testing indicates the meter may become faulty or the meter has reached the end of its life.
11. **The tenant agrees to pay:**
- 11.1 all charges for the supply of electricity or oil to the tenant at the residential premises if the premises are separately metered, and
  - 11.2 all charges for the supply of non-bottled gas to the tenant at the residential premises if the premises are separately metered, unless the premises do not have any appliances supplied by the landlord for which gas is required and the tenant does not use gas supplied to the premises, and  
*Note. Charges for the supply of gas in certain circumstances may also be payable by a tenant under a social housing agreement in accordance with clause 36 of the Residential Tenancies Regulation 2019*



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- 11.3 all charges for the supply of bottled gas to the tenant at the residential premises except for the costs and charges for the supply or hire of gas bottles at the start of the tenancy, and
- 11.4 all charges for pumping out a septic system used for the residential premises, and
- 11.5 any excess garbage charges relating to the tenant's use of the residential premises, and
- 11.6 water usage charges, if the landlord has installed water efficiency measures referred to in clause 10 of the Residential Tenancies Regulation 2019 and the residential premises:
  - 11.6.1 are separately metered, or
  - 11.6.2 are not connected to a water supply service and water is delivered by vehicle.

*Note. Separately metered is defined in section 3 of the Residential Tenancies Act 2010.*

### 12. The landlord agrees that the tenant is not required to pay water usage charges unless:

- 12.1 the landlord gives the tenant a copy of the part of the water supply authority's bill setting out the charges, or other evidence of the cost of water used by the tenant, and
- 12.2 the landlord gives the tenant at least 21 days to pay the charges, and
- 12.3 the landlord requests payment of the charges by the tenant not later than 3 months after the issue of the bill for the charges by the water supply authority, and
- 12.4 the residential premises have the following water efficiency measures:
  - 12.4.1 all internal cold water taps and single mixer taps for kitchen sinks or bathroom hand basins on the premises have a maximum flow rate of 9 litres per minute,
  - 12.4.2 on and from 23 March 2025, all toilets are dual flush toilets that have a minimum 3 star rating in accordance with the WELS scheme,
  - 12.4.3 all showerheads have a maximum flow rate of 9 litres per minute,
  - 12.4.4 at the commencement of the residential tenancy agreement and whenever any other water efficiency measures are installed, repaired or upgraded, the premises are checked and any leaking taps or toilets on the

### 13. The landlord agrees to give the tenant the benefit of, or an amount equivalent to, any rebate received by the landlord for water usage charges payable or paid by the tenant.

## POSSESSION OF THE PREMISES

### 14. The landlord agrees:

- 14.1 to make sure the residential premises are vacant so the tenant can move in on the date agreed, and
- 14.1 to take all reasonable steps to ensure that, at the time of signing this agreement, there is no legal reason why the premises cannot be used as a residence for the term of this agreement.

## TENANT'S RIGHT TO QUIET ENJOYMENT

### 15. The landlord agrees:

- 15.1 that the tenant will have quiet enjoyment of the residential premises without interruption by the landlord or any person claiming by, through or under the landlord or having superior title to that of the landlord (such as a head landlord), and
- 15.2 that the landlord or the landlord's agent will not interfere with, or cause or permit any interference with, the reasonable peace, comfort or privacy of the tenant in using the residential premises, and
- 15.3 that the landlord or the landlord's agent will take all reasonable steps to ensure that the landlord's other neighbouring tenants do not interfere with the reasonable peace, comfort or privacy of the tenant in using the residential premises.

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### USE OF THE PREMISES BY TENANT

#### 16. The tenant agrees:

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

#### 17. The tenant agrees:

- 17.1 to keep the residential premises reasonably clean, and
- 17.2 to notify the landlord as soon as practicable of any damage to the residential premises, and
- 17.3 that the tenant is responsible to the landlord for any act or omission by a person who is lawfully on the residential premises if the person is only permitted on the premises with the tenant's consent and the act or omission would be in breach of this agreement if done or omitted by the tenant, and
- 17.4 that it is the tenant's responsibility to replace light globes and batteries for smoke detectors on the residential premises.

#### 18. The tenant agrees, when this agreement ends and before giving vacant possession of the premises to the landlord:

- 18.1 to remove all the tenant's goods from the residential premises, and
- 18.2 to leave the residential premises as nearly as possible in the same condition, fair wear and tear excepted, as at the commencement of the tenancy, and
- 18.3 to leave the residential premises reasonably clean, having regard to their condition at the commencement of the tenancy, and
- 18.4 to remove or arrange for the removal of all rubbish from the residential premises in a way that is lawful and in accordance with council requirements, and
- 18.5 to make sure that all light fittings on the premises have working globes, and
- 18.6 to return to the landlord all keys, and other opening devices or similar devices, provided by the landlord.

*Note. Under section 54 of the Residential Tenancies Act 2010, the vicarious liability of a tenant for damage to residential premises caused by another person is not imposed on a tenant who is the victim of a domestic violence offence, or a co-tenant who is not a relevant domestic violence offender, if the damage occurred during the commission of a domestic violence offence (within the meaning of that Act).*

### LANDLORD'S GENERAL OBLIGATIONS FOR RESIDENTIAL PREMISES

#### 19. The landlord agrees:

- 19.1 to make sure that the residential premises are reasonably clean and fit to live in, and

**Note 1.** Section 52 of the Residential Tenancies Act 2010 specifies the minimum requirements that must be met for the residential premises to be fit to live in. These include that the residential premises:

- a) are structurally sound, and
- b) have adequate natural light or artificial lighting in each room of the premises other than a room that is intended to be used only for the purposes of storage or a garage, and
- c) have adequate ventilation, and
- d) are supplied with electricity or gas and have an adequate number of electricity outlet sockets or gas outlet sockets for the supply of lighting and heating to, and use of appliances in, the premises, and
- e) have adequate plumbing and drainage, and
- f) are connected to a water supply service or infrastructure that supplies water (including, but not limited to, a water bore or water tank) that is able to supply to the premises hot and cold water for drinking and ablution and cleaning activities, and
- g) contain bathroom facilities, including toilet and washing facilities, that allow privacy for the user.

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**Note 2.** Premises are structurally sound only if the floors, ceilings, walls, supporting structures (including foundations), doors, windows, roof, stairs, balconies, balustrades and railings:

- a) are in a reasonable state of repair, and
- b) with respect to the floors, ceilings, walls and supporting structures – are not subject to significant dampness, and
- c) with respect to the roof, ceilings and windows – do not allow water penetration into the premises, and
- d) are not liable to collapse because they are rotted or otherwise defective.

- 19.2 to make sure that all light fittings on the residential premises have working light globes on the commencement of the tenancy, and
- 19.3 to keep the residential premises in a reasonable state of repair, considering the age of, the rent paid for and the prospective life of the premises, and
- 19.4 not to interfere with the supply of gas, electricity, water, telecommunications or other services to the residential premises (unless the interference is necessary to avoid danger to any person or enable maintenance or repairs to be carried out), and
- 19.5 not to hinder a tradesperson's entry to the residential premises when the tradesperson is carrying out maintenance or repairs necessary to avoid health or safety risks to any person, or to avoid a risk that the supply of gas, electricity, water, telecommunications or other services to the residential premises may be disconnected, and
- 19.6 to comply with all statutory obligations relating to the health or safety of the residential premises, and
- 19.7 that a tenant who is the victim of a domestic violence offence or a co-tenant who is under the same agreement as the victim of the domestic violence offence but is not a relevant domestic violence offender is not responsible to the landlord for any act or omission by a cotenant that is a breach of this agreement if the act or omission constitutes or resulted in damage to the premises and occurred during the commission of a domestic violence offence.

### URGENT REPAIRS

**20. The landlord agrees** to pay the tenant, within 14 days after receiving written notice from the tenant, any reasonable costs (not exceeding \$1,000) that the tenant has incurred for making urgent repairs to the residential premises (of the type set out below) so long as:

- 20.1 the damage was not caused as a result of a breach of this agreement by the tenant, and
- 20.2 the tenant gives or makes a reasonable attempt to give the landlord notice of the damage, and
- 20.3 the tenant gives the landlord a reasonable opportunity to make the repairs, and
- 20.4 the tenant makes a reasonable attempt to have any appropriate tradesperson named in this agreement make the repairs, and
- 20.5 the repairs are carried out, where appropriate, by licensed or properly qualified persons, and
- 20.6 the tenant, as soon as possible, gives or tries to give the landlord written details of the repairs, including the cost and the receipts for anything the tenant pays for.

**Note :** The type of repairs that are "urgent repairs" are defined in the Residential Tenancies Act 2010 and are defined as follows:

- (a) a burst water service,
- (b) an appliance, fitting or fixture that uses water or is used to supply water that is broken or not functioning properly, so that a substantial amount of water is wasted,
- (c) a blocked or broken lavatory system,
- (d) a serious roof leak,
- (e) a gas leak,
- (f) a dangerous electrical fault,
- (g) flooding or serious flood damage,
- (h) serious storm or fire damage,
- (i) a failure or breakdown of the gas, electricity or water supply to the premises,
- (j) a failure or breakdown of any essential service on the residential premises for hot water, cooking, heating, cooling or laundering,
- (k) any fault or damage that causes the premises to be unsafe or insecure.

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### SALE OF THE PREMISES

**21. The landlord agrees:**

- 21.1 to give the tenant written notice that the landlord intends to sell the residential premises, at least 14 days before the premises are made available for inspection by potential purchasers, and
- 21.2 to make all reasonable efforts to agree with the tenant as to the days and times when the residential premises are to be available for inspection by potential purchasers.

**22. The tenant agrees** not to unreasonably refuse to agree to days and times when the residential premises are to be available for inspection by potential purchasers.

**23. The landlord and tenant agree:**

- 23.1 that the tenant is not required to agree to the residential premises being available for inspection more than twice in a period of a week, and
- 23.2 that, if they fail to agree, the landlord may show the residential premises to potential purchasers not more than twice in any period of a week and must give the tenant at least 48 hours notice each time.

### LANDLORD'S ACCESS TO THE PREMISES

**24. The landlord agrees** that the landlord, the landlord's agent or any person authorised in writing by the landlord, during the currency of this agreement, may only enter the residential premises in the following circumstances:

- 24.1 in an emergency (including entry for the purpose of carrying out urgent repairs),
- 24.2 if the Civil and Administrative Tribunal so orders,
- 24.3 if there is good reason for the landlord to believe the premises are abandoned,
- 24.4 if there is good reason for serious concern about the health of the tenant or any other person on the residential premises and a reasonable attempt has been made to obtain consent to the entry,
- 24.5 to inspect the premises, if the tenant is given at least 7 days written notice (no more than 4 inspections are allowed in any period of 12 months),
- 24.6 to carry out, or assess the need for, necessary repairs, if the tenant is given at least 2 days notice each time,
- 24.7 to carry out, or assess the need for, work relating to statutory health and safety obligations relating to the residential premises, if the tenant is given at least 2 days notice each time,
- 24.8 to show the premises to prospective tenants on a reasonable number of occasions if the tenant is given reasonable notice on each occasion (this is only allowed during the last 14 days of the agreement),
- 24.9 to value the property, if the tenant is given 7 days notice (not more than one valuation is allowed in any period of 12 months),
- 24.10 to take photographs, or make visual recordings, of the inside of the premises in order to advertise the premises for sale or lease, if the tenant is given reasonable notice and reasonable opportunity to move any of their possessions that can reasonably be moved out of the frame of the photograph or the scope of the recording (this is only allowed once in a 28 day period before marketing of the premises starts for sale or lease or the termination of this agreement)
- 24.11 if the tenant agrees.

**25. The landlord agrees** that a person who enters the residential premises under clause 24.5, 24.6, 24.7, 24.8, 24.9 or 24.10 of this agreement:

- 24.1 must not enter the premises on a Sunday or a public holiday, unless the tenant agrees, and
- 24.2 may enter the premises only between the hours of 8.00 a.m. and 8.00 p.m., unless the tenant agrees to another time, and
- 24.3 must, if practicable, notify the tenant of the proposed day and time of entry.

**26. The landlord agrees** that, except in an emergency (including to carry out urgent repairs), a person other than the landlord or the landlord's agent must produce to the tenant the landlord's or the landlord's agent's written permission to enter the residential premises.

## Residential tenancy agreement (Social Housing)

27. **The tenant agrees** to give access to the residential premises to the landlord, the landlord's agent or any person, if they are exercising a right to enter the residential premises in accordance with this agreement.

### PUBLISHING PHOTOGRAPHS OR VISUAL RECORDINGS

28. **The landlord agrees** that the landlord or the landlord's agent must not publish any photographs taken or visual recordings made of the inside of the residential premises in which the tenant's possessions are visible unless they first obtain written consent from the tenant.

*Note. See section 55A of the Residential Tenancies Act 2010 for when a photograph or visual recording is 'published'*

29. **The tenant agrees** not to unreasonably withhold consent. If the tenant is in circumstances of domestic violence within the meaning of section 105B of the Residential Tenancies Act 2010, it is not unreasonable for the tenant to withhold consent.

### ALTERATIONS AND ADDITIONS TO THE PREMISES

30. **The tenant agrees:**

- 30.1 not to install any fixture or renovate, alter or add to the residential premises without the landlord's written permission, and
- 30.2 that certain kinds of fixtures or alterations, additions or renovations that are of a minor nature specified by clause 22(2) of the Residential Tenancies Regulation 2019 may only be carried out by a person appropriately qualified to install those fixtures or carry out those alterations, additions or renovations unless the landlord gives consent, and
- 30.3 to pay the cost of a fixture, installed by or on behalf of the tenant, or any renovation, alteration or addition to the residential premises, unless the landlord otherwise agrees, and
- 30.4 not to remove, without the landlord's permission, any fixture attached by the tenant that was paid for by the landlord or for which the landlord gave the tenant a benefit equivalent to the cost of the fixture, and
- 30.5 to notify the landlord of any damage caused by removing any fixture attached by the tenant, and
- 30.6 to repair any damage caused by removing the fixture or compensate the landlord for the reasonable cost of repair

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

*Note. The Residential Tenancies Regulation 2019 provides a list of the kinds of fixtures or alterations, additions or renovations of a minor nature to which it would be unreasonable for a landlord to withhold consent and which of those fixtures, or alterations, additions or renovations the landlord may give consent to on the condition that the fixture or alteration, addition or renovation is carried out by an appropriately qualified person.*

### LOCKS AND SECURITY DEVICES

32. **The landlord agrees:**

- 32.1 to provide and maintain locks or other security devices necessary to keep the residential premises reasonably secure, and
- 32.2 to give each tenant under this agreement a copy of the key or opening device or information to open any lock or security device for the residential premises or common property to which the tenant is entitled to have access, and
- 32.3 not to charge the tenant for the cost of providing the copies except to recover the cost of replacement or additional copies, and
- 32.4 not to alter, remove or add any lock or other security device without reasonable excuse (which includes an emergency, an order of the Civil and Administrative Tribunal, termination of a co-tenancy or an apprehended violence order prohibiting a tenant or occupant from having access) or unless the tenant agrees, and
- 32.5 to give each tenant under this agreement a copy of any key or other opening device or information to open any lock or security device that the landlord changes as soon as practicable (and no later than 7 days) after the change.

33. **The tenant agrees:**

- 33.1 not to alter, remove or add any lock or other security device without reasonable excuse (which includes an emergency, an order of the Civil and Administrative Tribunal, termination of a co-tenancy or an apprehended violence order prohibiting a tenant or occupant from having access) or unless the landlord agrees, and

## Residential tenancy agreement (Social Housing)

33.2 to give the landlord a copy of the key or opening device or information to open any lock or security device that the tenant changes within 7 days of the change.

34. A copy of a changed key or other opening device need not be given to the other party if the other party agrees not to be given a copy or the Civil and Administrative Tribunal authorises a copy not to be given or the other party is prohibited from access to the residential premises by an apprehended violence order.

### TRANSFER OF TENANCY OR SUB-LETTING BY TENANT

35. **The landlord and tenant agree that:**

- 35.1 the tenant may, with the landlord's written permission, transfer the tenant's tenancy under this agreement or sub-let the residential premises, and
- 35.2 the tenant may, with the landlord's written permission, transfer the tenant's tenancy under this agreement or sub-let the residential premises, and
- 35.3 the landlord must not unreasonably refuse permission to a transfer of part of a tenancy or a sub-letting of part of the residential premises, and
- 35.4 without limiting clause 35.3, the landlord may refuse permission to a transfer of part of the tenancy or to sub-letting part of the residential premises if the number of occupants would be more than is permitted under this agreement or any proposed tenant or sub-tenant is listed on a residential tenancy database or it would result in overcrowding of the residential premises.

*Note: Clauses 35.3 and 35.4 do not apply to social tenancy housing agreements.*

36. **The landlord agrees** not to charge for giving permission other than for the landlord's reasonable expenses in giving permission.

### CHANGE IN DETAILS OF LANDLORD OR LANDLORD'S AGENT

37. **The landlord agrees:**

- 37.1 if the name and telephone number or contact details of the landlord change, to give the tenant notice in writing of the change within 14 days, and
- 37.2 if the address of the landlord changes (and the landlord does not have an agent), to give the tenant notice in writing of the change within 14 days, and
- 37.3 if the name, telephone number or business address of the landlord's agent changes or the landlord appoints an agent, to give the tenant notice in writing of the change or the agent's name, telephone number and business address, as appropriate, within 14 days, and
- 37.4 if the landlord or landlord's agent is a corporation and the name or business address of the corporation changes, to give the tenant notice in writing of the change within 14 days.

### COPY OF CERTAIN BY-LAWS TO BE PROVIDED

38. **Subject to Item 1 of the Schedule, the landlord agrees** to give to the tenant, before the tenant enters into this agreement, a copy of the by-laws applying to the residential premises if they are premises under the Strata Schemes Management Act 2015.
39. **The landlord agrees** to give to the tenant, within 7 days of entering into this agreement, a copy of the by-laws applying to the residential premises if they are premises under the Strata Schemes Development Act 2015, the Community Land Development Act 1989 or the Community Land Management Act 1989.

### MITIGATION OF LOSS

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

## Residential tenancy agreement (Social Housing)

### RENTAL BOND

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

### SMOKE ALARMS

- 42. The landlord agrees to:**
- 42.1** ensure that smoke alarms are installed in accordance with the Environmental Planning and Assessment Act 1979 if that Act requires them to be installed in the premises and are functioning in accordance with the regulations under that Act, and
  - 42.2** conduct an annual check of all smoke alarms installed on the residential premises to ensure that the smoke alarms are functioning, and
  - 42.3** install or replace, or engage a person to install or replace, all removable batteries in all smoke alarms installed on the residential premises annually, except for smoke alarms that have a removable lithium battery, and
  - 42.4** install or replace, or engage a person to install or replace, a removable lithium battery in a smoke alarm in the period specified by the manufacturer of the smoke alarm, and
  - 42.5** engage an authorised electrician to repair or replace a hardwired smoke alarm, and
  - 42.6** repair or replace, a smoke alarm within 2 business days of becoming aware that the smoke alarm is not working, unless the tenant notifies the landlord that the tenant will carry out the repair to the smoke alarm and the tenant carries out the repair, and
  - 42.7** reimburse the tenant for the costs of a repair or replacement of a smoke alarm in accordance with clause 18 of the Residential Tenancies Regulation 2019, that the tenant is allowed to carry out. Note 1. Under section 64A of the Residential Tenancies Act

**Note 1.** Under section 64A of the Residential Tenancies Act 2010, repairs to a smoke alarm (which includes a heat alarm) includes maintenance of a smoke alarm in working order by installing or replacing a battery in the smoke alarm.

**Note 2.** Clauses 42.2-42.7 do not apply to a landlord of premises that comprise or include a lot in a strata scheme (within the meaning of the Strata Schemes Management Act 2015) if the owners corporation is responsible for the repair and replacement of smoke alarms in the residential premises.

**Note 3.** A tenant who intends to carry out a repair to a smoke alarm may do so only in the circumstances prescribed for a tenant in clause 15 of the Residential Tenancies Regulation 2019.

- 43. The tenant agrees:**
- 43.1** to notify the landlord if a repair or a replacement of a smoke alarm is required, including replacing a battery in the smoke alarm, and
  - 43.2** that the tenant may only replace a battery in a battery-operated smoke alarm, or a back-up battery in a hardwired smoke alarm, if the smoke alarm has a removable battery or a removable back-up battery, and
  - 43.3** to give the landlord written notice, as soon as practicable if the tenant will carry out and has carried out a repair or replacement, or engages a person to carry out a repair or replacement, in accordance with clauses 15-17 of the Residential Tenancies Regulation 2019.

**Note.** Clauses 43.2 and 43.3 do not apply to tenants under social housing tenancy agreements or tenants of premises that comprise or include a lot in a strata scheme (within the meaning of the Strata Schemes Management Act 2015) if the owners corporation is responsible for the repair and replacement of smoke alarms in the residential premises.

- 44. The landlord and tenant each agree** not to remove or interfere with the operation of a smoke alarm installed on the residential premises unless they have a reasonable excuse to do so.

**Note.** The regulations made under the Environmental Planning and Assessment Act 1979 provide that it is an offence to remove or interfere with the operation of a smoke alarm or a heat alarm in particular circumstances.



## Residential tenancy agreement (Social Housing)

### SWIMMING POOLS

45. **Subject to Item 2 of the Schedule**, The landlord agrees to ensure that the requirements of the Swimming Pools Act 1992 have been complied with in respect of the swimming pool on the residential premises.
46. **The landlord agrees** to ensure that at the time that this residential tenancy agreement is entered into:
- 46.1 the swimming pool on the residential premises is registered under the *Swimming Pools Act 1992* and has a valid certificate of compliance under that Act or a relevant occupation certificate within the meaning of that Act, and
  - 46.2 a copy of that valid certificate of compliance or relevant occupation certificate is provided to the tenant.

Note. A swimming pool certificate of compliance is valid for 3 years from its date of issue.

### LOOSE FILL ASBESTOS INSULATION

47. **The landlord agrees:**
- 47.1 if, at the time that this residential tenancy agreement is entered into, the premises have been and remain listed on the LFAI Register, the tenant has been advised in writing by the landlord that the premises are listed on that Register, or
  - 47.2 if, during the tenancy, the premises become listed on the LFAI Register, to advise the tenant in writing, within 14 days of the premises being listed on the Register, that the premises are listed on the Register.

### COMBUSTIBLE CLADDING

48. The landlord agrees that if, during the tenancy, the landlord becomes aware of any of the following facts, the landlord will advise the tenant in writing within 14 days of becoming aware of the fact:
- 48.1 that the residential premises are part of a building in relation to which a notice of intention to issue a fire safety order, or a fire safety order, has been issued requiring rectification of the building regarding external combustible cladding,
  - 48.2 that the residential premises are part of a building in relation to which a notice of intention to issue a building product rectification order, or a building product rectification order, has been issued requiring rectification of the building regarding external combustible cladding,
  - 48.3 that the residential premises are part of a building where a development application or complying development certificate application has been lodged for rectification of the building regarding external combustible cladding.

### SIGNIFICANT HEALTH OR SAFETY RISKS

49. The landlord agrees that if, during the tenancy, the landlord becomes aware that the premises are subject to a significant health or safety risk, the landlord will advise the tenant in writing, within 14 days of becoming aware, that the premises are subject to the significant health or safety risk and the nature of the risk

### ELECTRONIC SERVICE OF NOTICES AND OTHER DOCUMENTS

50. **The landlord and the tenant agree:**
- 50.1 to only serve any notices and any other documents, authorised or required by the Residential Tenancies Act 2010 or the regulations or this agreement, on the other party by email if the other party has provided express consent, either as part of this agreement or otherwise, that a specified email address is to be used for the purpose of serving notices and other documents, and
  - 50.2 to notify the other party in writing within 7 days if the email address specified for electronic service of notices and other documents changes, and
  - 50.3 that they may withdraw their consent to the electronic service of notices and other documents at any time, by notifying the other party in writing, and
  - 50.4 if a notice is given withdrawing consent to electronic service of notices and other documents, following the giving of such notice, no further notices or other documents are to be served by email.



## Residential tenancy agreement (Social Housing)

### BREAK FEE FOR FIXED TERM OF NOT MORE THAN 3 YEARS

**51. The tenant agrees** that, if the tenant ends the residential tenancy agreement before the end of the fixed term of the agreement, the tenant must pay a break fee of the following amount if the fixed term is not more than 3 years:

- 51.1 4 weeks rent if less than 25% of the fixed term has expired,
- 51.2 3 weeks rent if 25% or more but less than 50% of the fixed term has expired,
- 51.3 2 weeks rent if 50% or more but less than 75% of the fixed term has expired,
- 51.4 1 week's rent if 75% or more of the fixed term has expired.

This clause does not apply if the tenant terminates a fixed term residential tenancy agreement for a fixed term of more than 3 years or if the tenant terminates a residential tenancy agreement early for a reason that is permitted under the Residential Tenancies Act 2010.

***Note.** Permitted reasons for early termination include destruction of residential premises, breach of the agreement by the landlord and an offer of social housing or a place in an aged care facility, and being in circumstances of domestic violence. Section 107 of the Residential Tenancies Act 2010 regulates the rights of the landlord and tenant under this clause.*

**52. The landlord agrees** that the compensation payable by the tenant for ending the residential tenancy agreement before the end of the fixed term of not more than 3 years is limited to the amount specified in clause 51 and any occupation fee payable under the Residential Tenancies Act 2010 for goods left on the residential premises.

***Note.** Section 107 of the Residential Tenancies Act 2010 also regulates the rights of landlords and tenants for a residential tenancy agreement with a fixed term of more than 3 years.*

### ADDITIONAL TERMS

Additional terms may be included in this agreement if: (a) both the landlord and the tenant agree to the terms, and (b) they do not conflict with the Residential Tenancies Act 2010, the Residential Tenancies Regulation 2019 or any other Act, and (c) they do not conflict with the standard terms of this agreement. Any additional terms are not required by law and are negotiable.

### ADDITIONAL TERM – RENTAL SUBSIDY

**53. The tenant agrees:**

- 53.1 For the purposes of rental subsidy assessment and eligibility, to disclose to the landlord within 14 days, the following change in household circumstances:
  - a) there are additional occupants residing at the property
  - b) there has been a change in the sources of income of members in the household
  - c) there has been a commencement in employment of members of the household or a change in employment conditions (e.g. additional hours being worked and paid for, a move from casual or part-work work to permanent employment); or
  - d) there are new sources of household income
  - e) lumpsum payments, or dividends, that have not been previously declared Land and/or property have been purchased.
- 53.2 Where requested upon contact by the landlord, to provide proof of the income and assets of all persons residing in the premises.
- 53.3 Under Section 57 of the Housing Act 2001, the landlord may reduce or cancel any rental subsidy with effect from a preceding date. The landlord may, by notice in writing to the tenant, require the tenant to pay:
  - a) an amount equal to any rental subsidy or part of a rental subsidy received by the tenant on or after the date that the variation or cancellation took effect to which, because of the variation or cancellation, the tenant was not entitled, and interest (at the rate prescribed under section 101 of the Civil Procedure Act 2005 in respect of unpaid judgments) on any outstanding amount under paragraph (a) from a date specified in the notice, being a date not earlier than the date on which the notice is issued to the tenant.
  - b) Any amount (together with interest) referred to in 41.3a) that is unpaid may be recovered by the landlord as a debt in any court of competent jurisdiction.

## Residential tenancy agreement (Social Housing)

### ADDITIONAL TERM – OCCUPANCY

**54. The tenant agrees:**

- 54.1 To personally occupy the residential premises at all times.
- 54.2 Without limiting the operation or generality of sub-clause 54.1, the tenant acknowledges that the premises are intended for use as social housing and that the payment of rent or maintaining of the premises does not constitute occupancy.

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

### ADDITIONAL TERM - EXCLUSIONS TO THIS AGREEMENT

**56. The tenant acknowledges** that any items checked X as set out in **Item 4 of the Schedule** have been left in the property by the landlord for their use and convenience only and that these items will not be maintained by the landlord.

### ADDITIONAL TERM - DISCLOSURE OF MATERIAL FACTS

**57. The tenant acknowledges** that the landlord has supplied relevant material facts about the residential premises. A summary of those facts supplied by the landlord is set out in **item 5 of the Schedule** ("Material Facts"). The tenant further acknowledges that it enters into this agreement after conducting their own investigation into the Material Facts and finding the existence of such facts satisfactory. The tenant releases the landlord, to the fullest extent possible, from any claim, requisition or demand arising as a result of the disclosure of the Material Facts.

### ADDITIONAL TERM - KEEPING OF PETS

**58. Subject to item 10 of the Schedule, the tenant agrees:**

- 58.1 To gain the written consent of the landlord to keep a dog or cat at the residential premises
- 58.2 To remove any pet within 48 hours where in the reasonable opinion of the landlord:
  - a) the pet is not suitable to be kept on the premises and the landlord gives the tenant written notice to that effect
  - b) the pet poses a safety risk to the landlord's staff or representatives, neighbours or visitors to the property
- 58.3 To remove any pet as required by the law, Council by-laws or by other authorities
- 58.4 To accept full responsibility for any claims of injuries to third parties or their property caused by the pet
- 58.5 Not to breed any animals at the residential premises
- 58.6 Not to keep restricted dogs as defined by the Companion Animals Act 1998 or dogs declared as dangerous pursuant to that Act

**59. The landlord agrees** not to unreasonably withhold consent if the tenant seeks approval to keep a pet at the residential premises

### ADDITIONAL TERM - RENT INCREASES DURING THE FIXED TERM

Subject to **Item 6 of the Schedule**:

**60. The parties agree** that the rent will be increased during the fixed term of the agreement as set out in Item 6 of the Schedule.

**Note:** The rent payable under a residential tenancy agreement may be increased only if the tenant is given written notice by the landlord (or the landlord's agent) specifying the increased rent and the day from which it is payable, and the notice is given at least 60 days before the increased rent is payable.

Notice of a rent increase must be given by the landlord or landlord's agent even if details of the rent increase are set out in the residential tenancy agreement.

## Residential tenancy agreement (Social Housing)

### ADDITIONAL TERM - WATER USAGE CHARGES

#### (Explanatory note)

61. **The tenant acknowledges** that, as a social housing provider, section 39 of the Act (see clause 11 of this agreement) does not apply to the landlord. The landlord charges for water usage under section 139 of the Residential Tenancies Act 2010. The landlord's water usage policy follows the Ministerial Guidelines as required by the Act. A copy of the Water Usage Charges policy is included with this agreement.

### ADDITIONAL TERM - AGREEMENT TO USE PREVIOUS CONDITION REPORT

62. Subject to **item 7 of the Schedule, the landlord and tenant agree** that the condition report included in a residential tenancy agreement entered into by the tenant and dated on the date set out in Item 6 of the Schedule (the "Relevant Date") forms part of this agreement.

### ADDITIONAL TERM - TELECOMMUNICATIONS DEVICES

#### 63. The tenant agrees:

- 63.1 To leave in the same manner of connection or operation, any telephone service installed in the premises at the commencement of the agreement
- 63.2 The availability of telephone/fax lines; internet services; television services (and the adequacy of such services) are the sole responsibility of the tenant.

### SPECIAL CONDITIONS – COMMON AREAS

#### 64. The tenants agrees not to:

- 64.1 Obstruct the legal use of common property by any person
- 64.2 Make noise or behave in a way that might unreasonably interfere with the use or enjoyment of others
- 64.3 Smoke cigarettes, cigars or pipes whilst on the common property
- 64.4 Allow smoke or other contaminants to harm, irritate or causes a nuisance to other occupants in the complex irrespective of whether such smoke or other contaminant originates from inside the residential premises or otherwise
- 64.5 Allow children to play unattended on the common property, or in an area of the common property that may be dangerous (e.g. the carpark)
- 64.6 Operate electronic equipment or a device which interferes with domestic appliances
- 64.7 Remove any floor coverings or other that may have been installed to reduce noise to neighbours
- 64.8 Hang laundry, bedding or other articles on the balcony of the unit where it is visible from outside of the unit
- 64.9 Keep flammable materials on common property, interfere with fire safety equipment, or obstruct fire stairs or fire escapes
- 64.10 Install any form of surveillance devices on the property, including common areas
- 64.11 Park on common areas including driveways, unless in designated carparking bays
- 64.12 Park vehicles or otherwise prevent others from using designated disabled car parking spaces unless the tenant has a valid card issued under relevant NSW "mobility parking permits" legislation
- 64.13 Interfere with any notice board erected on the common areas by the landlord.

#### 65. The tenant agrees to seek the consent of the landlord to:

- 65.1 Enclose any car space
- 65.2 Install bars, screens, grilles, security locks or other safety devices on the interior or exterior of windows or doors; or attach or hang an aerial or wires outside their unit
- 65.3 Install or operate an intruder alarm with an audible signal
- 65.4 Erect any sign at their unit or on common property.

## Residential tenancy agreement (Social Housing)

### 66. The landlord agrees to:

- 66.1 Maintain all common areas in a good state of repair, safety and cleanliness, including any meeting rooms or community facilities
- 66.2 Allow tenants to keep planter boxes, pot plants, occasional furniture and outdoor recreational equipment on any balcony if it is not dangerous and will not cause damage
- 66.3 Approve any reasonable request made by the tenant under Clause 53 of this agreement
- 66.4 Maintain parts of the property that the tenant cannot safely access

### PRIVACY

### 67. The landlord agrees:

- 67.1 To comply with the Federal Privacy Act 1988 (Cth), the Privacy and Personal Information Protection Act 1998 (NSW) and the Health Records and Information Privacy Act 2002 (NSW), and
- 67.2 To only collect personal information about the tenant that is relevant or necessary for the Proprietor to conduct its business and activities and to collect information in a way that respects the privacy of the occupant, and
- 67.3 To ensure the tenant's personal information is stored and destroyed securely, and
- 67.4 To use the information collected for its intended purpose or a directly related purpose, unless an exception applies, and
- 67.5 To only disclose collected information to a third party either with consent of the tenant or under other legal authority or requirement of the Proprietor, and
- 67.6 The tenant has a general right to see the information held about them by the landlord and to request that the landlord amend data that is not accurate, up to date, incomplete, or is misleading

### 68. The tenant agrees:

- 68.1 If the tenant has a history of behaviour that is intimidating or aggressive, or any other behaviour that is a potential safety concern, the landlord may disclose certain information to protect the safety of its employees and other representatives when visiting the premises, and
- 68.2 The landlord may disclose information to the Police where it is reasonably believed there is a serious and imminent threat to the life, health or safety of an individual or where the information is reasonably necessary for law enforcement purposes, and
- 68.3 The landlord may disclose information to other Commonwealth or State/Territory agencies, courts, tribunals or statutory authorities, where the Proprietor is legally required to do so.

### ADDITIONAL TERM - VACATED ACCOUNTS

### 69. The tenant acknowledges that upon their vacation of the property, the landlord will manage any remaining credit or debit balances as outlined below:

- 69.1 The landlord will reconcile all charges and payments relating to the tenancy. At the end of this process, there may be amounts remaining in the accounts. These amounts may be debits or credits.
- 69.2 When finalising accounts, the landlord will automatically transfer balances between the tenant's accounts. If there is a credit balance in one account and a debit balance in another, the landlord will use the credit to pay off the debit.
- 69.3 The landlord will advise the former tenant in writing of their final accounts, including whether any funds have been transferred in accordance with clause 69.2.

## Residential tenancy agreement (Social Housing)

### NOTES

#### 1. Definitions

In this agreement:

**landlord** means the person who grants the right to occupy residential premises under this agreement, and includes a successor in title to the residential premises whose interest is subject to that of the tenant and a tenant who has granted the right to occupy residential premises to a sub-tenant.

**landlord's agent** means a person who acts as the agent of the landlord and who (whether or not the person carries on any other business) carries on business as an agent for: (a) the letting of residential premises, or (b) the collection of rents payable for any tenancy of residential premises.

**LFAI Register** means the register of residential premises that contain or have contained loosefill asbestos insulation that is required to be maintained under Division 1A of Part 8 of the Home Building Act 1989.

**rental bond** means money paid by the tenant as security to carry out this agreement.

**residential premises** means any premises or part of premises (including any land occupied with the premises) used or intended to be used as a place of residence.

**tenancy** means the right to occupy residential premises under this agreement. • **tenant** means the person who has the right to occupy residential premises under this agreement, and includes the person to whom such a right passes by transfer or operation of the law and a sub-tenant of the tenant.

#### 2. Continuation of tenancy (if fixed term agreement)

Once any fixed term of this agreement ends, the agreement continues in force on the same terms as a periodic agreement unless the agreement is terminated by the landlord or the tenant in accordance with the Residential Tenancies Act 2010 (see notes 3 and 4)

#### 3. Ending a fixed term agreement

If this agreement is a fixed term agreement, it may be ended by the landlord or the tenant by giving written notice of termination. The notice may be given at any time up until the end of the fixed term but cannot take effect until the term ends. The landlord must give at least 30 days notice and the tenant must give at least 14 days notice

#### 4. Ending a periodic agreement

If this agreement is a periodic agreement, it may be ended by the landlord or the tenant by giving written notice of termination. The notice may be given at any time. The landlord must give at least 90 days notice and the tenant must give at least 21 days notice.

#### 5. Other grounds for ending agreement

The Residential Tenancies Act 2010 also authorises the landlord and tenant to end this agreement on other grounds. The grounds for the landlord ending the agreement include sale of the residential premises requiring vacant possession, breach of this agreement by the tenant, due to hardship or if the agreement is frustrated because the premises are destroyed, become wholly or partly uninhabitable or cease to be lawfully usable as a residence or are appropriated or acquired by any authority by compulsory process.

The grounds for the tenant include breach by the landlord of information disclosure provisions under section 26 of the Act (not revealed when this agreement was entered into), breach of this agreement by the landlord, due to hardship or if the agreement is frustrated because the premises are destroyed, become wholly or partly uninhabitable or cease to be lawfully usable as a residence or are appropriated or acquired by any authority by compulsory process. For more information refer to that Act or contact NSW Fair Trading on 13 32 20.

#### 6. Warning

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

# Residential tenancy agreement (Social Housing)

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

SIGNED BY THE LANDLORD

In the presence of:

\_\_\_\_\_  
(Name of witness)

\_\_\_\_\_  
(Signature of Witness)

\_\_\_\_\_  
(Signature of landlord)

SIGNED BY THE TENANT

In the presence of:

\_\_\_\_\_  
(Name of witness)

\_\_\_\_\_  
(Signature of Witness)

\_\_\_\_\_  
(Signature of tenant)

In the presence of:

\_\_\_\_\_  
(Name of witness)

\_\_\_\_\_  
(Signature of Witness)

\_\_\_\_\_  
(Signature of tenant)

## 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)

\_\_\_\_\_  
(Signature of tenant)

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](http://www.fairtrading.nsw.gov.au), or
- b) Law Access NSW on 1300 888 529 or [www.lawaccess.nsw.gov.au](http://www.lawaccess.nsw.gov.au), or
- c) your local Tenants Advice and Advocacy Service at [www.tenants.org.au](http://www.tenants.org.au)